BOSTON PUBLIC LIBRARY
3 9999 06542 029 9
5/35/pt.E

OFFICE OF NATIONAL RECOVERY ADMINISTRATION

DIVISION OF REVIEW

THE CONTENT OF NIRA ADMINISTRATIVE LEGISLATION

PART E: AGREEMENTS UNDER SECTIONS 4(a) AND 7(b)

By

Ruth Aull

WORK MATERIALS NO. 35

Work Materials No. 35 falls into the following parts:

Part A: Executive and Administrative Orders
Part B: Labor Provisions in the Codes
Part C: Trade Practice Provisions in the Codes
Part D: Administrative Provisions in the Codes
Part E: Agreements Under Sections 4(a) and 7(b)
Part F: A Type Case: The Cotton Textile Code

*HD
3616
U48
NO.35
pt. E

CHICAGO UNIVERSITY LIBRARY

Special Studies Section

March, 1936

CINCINNATI
UNIVERSITY
LIBRARY

OFFICE OF NATIONAL RECOVERY ADMINISTRATION

DIVISION OF REVIEW

THE CONTENT OF NIRA ADMINISTRATIVE LEGISLATION
PART I: AGREEMENTS UNDER SECTIONS 4(a) AND 7(b)

By

Ruth Aull

SPECIAL STUDIES SECTION

March, 1936

9817

Digitized by the Internet Archive
in 2011 with funding from
Boston Public Library

http://www.archive.org/details/workmaterialse35unit

F O R E W O R D

The object of this study is to set forth in convenient form the substantive content of administrative legislation under the authority of Title I of the National Industrial Recovery Act as found in the orders, codes, and agreements. Part A, prepared by Ruth Aull, is concerned with Executive and Administrative Orders and, in some cases, Office Orders and Memoranda, legislative in nature; Part B, prepared by Ruth Reticker, with the labor provisions in the codes; Part C, prepared by Daniel S. Gerig, Jr. and Beatrice Strasburger, with the trade practice provisions in the codes; Part D, prepared by C. W. Putnam, with the administrative provisions in the codes; Part E, prepared by Ruth Aull, with the provisions of agreements under Sections 4 (a) and 7 (b); and Part F, prepared by Ruth Aull, with a type case; the Cotton Textile Code. The work under the general charge of G. C. Gamble, Coordinator of the Special Studies Section.

Title I of the National Industrial Recovery Act delegated to the President unprecedented powers with respect to regulation of industry and trade. The theory of the Act was that through the sponsorship of codes by trade or industrial associations or groups, and through voluntary agreements, such regulation would be cooperative with industry and trade.

By Section 2 (b) of the Act the President was authorized to delegate any of his functions and powers to such officers, agents, and employees as he might designate or appoint. This power of delegation was widely exercised and through the administrative activities of the National Recovery Administration, established by the President under Section 2 (a) of the Act, 557 so-called industry or trade codes and 188 codes supplementary to the basic codes came into being. These codes were approved under the authority of Section 3 (a) of the Act. In addition a smaller but none-the-less considerable number of agreements was entered into under Sections 4 (a) and 7 (b) exclusive of the President's Reemployment Agreement, based on Section 4 (a), which was "accepted" by more than 2,000,000 employers. The codes were to be as binding as any Act of the Congress, and the code-making administrative processes under the Act May aptly be described as sub-legislative.

The Supreme Court in its decision of the Schecter case, which terminated the existence of the codes, referred to the legislative aspects of the code-making process in saying:

> "It (the statutory plan) involves the coercive exercise of the law-making power. The codes of fair competition which the statute attempts to authorize are codes of laws. If valid, they place all persons within their reach under the obligation of positive law, binding equally those who assent and those who do not assent."

The agreements entered into under the Act, at least with respect

13 My 36 g

to the administrative steps leading to approval, were less clearly legislative, but the agreements under both Sections 4 (a) and 7 (b) constituted, to the extent they were used, the detailed and substantive expression of the legislative intent. Furthermore, the position taken by the National Recovery Administration that the phrase "same effect as a code of fair competition" used in Section 7 (b) referred to the fact that the agreement when approved should carry the penalty provision of the Act, would, if sustained, give such agreements legislative aspects identical with those of the codes.

In the administration of the National Industrial Recovery Act many orders were issued which affected the actions or interests of persons not connected with the National Recovery Administration or affected the provisions of codes. The Executive Orders issued by the President and the Administrative Orders issued by the Administrator for Industrial Recovery or in the name of the National Industrial Recovery Board bearing on the administration of Title I of the Act were, with a few exceptions, issued under the authority of the Act itself or under the delegation of power permitted by Section 2 (b). A substantial percentage of such orders, through the nature of their provisions, were legislative. Within the National Recovery Administration Office Orders or Office Memoranda were issued primarily as instructions to or for the guidance of the personnel of the organization or for the purpose of establishing parts of the organization. Some of these orders nevertheless contained provisions or requirements which directly affected code provisions or indicated requirements upon members of industry and in their scope seemingly may be called legislative in nature.

It will be observed that the provisions of the National Industrial Recovery Act constituted a very small portion indeed of the great volume of administrative legislation under the Act. The substance of the administrative legislation is to be found in documents formulated from various types of administrative action.

The study is not concerned with evaluation of this administrative legislation; it is not concerned with evaluation of its consequence. Such issues are treated in other studies. This study is confined to a statement of the content of the NIRA administrative legislation.

At the back of this report a brief statement of the studies undertaken by the Division of Review will be found.

L. C. Marshall
Director, Division of Review

March 16, 1936

THE CONTENT OF NIRA ADMINISTRATIVE LEGISLATION

PART E: AGREEMENTS UNDER SECTIONS 4(a) AND 7(b)

TABLE OF CONTENTS

SECTION I

Page

Agreements under Section 4(a), Introduction..... 1

Chapter I The President's Reemployment Agreement..... 2

Chapter II Service Trades Agreements..... 5

Chapter III Territorial Agreements.....11

Chapter IV Captive Mines Agreement.....12

Chapter V Agreement among Tire Manufacturers and Distributors.....13

Chapter VI Miscellaneous Agreements.....13

SECTION II

Agreements under Section 7(b), Introduction.....14

Chapter VII Appalachian Agreements.....15

Chapter VIII Regional Collective Bargaining Agreements under the Construction Code.....19

A. Definitions.....22
B. Hours.....26
C. Wages.....30
D. Conditions of Employment.....34
E. Other Provisions.....35

Appendix I Non-Suspended Provisions of the Code of Fair Competition for the Cleaning and Dyeing Trade as Approved on November 8, 1933.....37

Appendix II Non-Suspended Provisions of the Code of Fair Competition for the Shoe Rebuilding Trade as Approved on March 27, 1934.....37

Appendix III Administrative Order No. X-80, Approving One Form of Administrator's Territorial Agreement..39

NOTE: The President's Reemployment Agreement is to be found in NRA Bulletins 3 and 4; the service trades agreements in the text of Chapter II and in Appendices I and II; no Territorial agreements were approved; the captive mines agreement is to be found in Appendix U of Work Materials No. 50; the agree-

ment among tire manufacturers and distributors was approved by Executive Order 6684-B of April 19, 1934; the ten textile and garment agreements, referred to in Chapter VI, Miscellaneous Agreements, may be found in Volumn I, Codes of Fair Competition, pages 19, 20, 716-718, 722, and 725; the several Appalachian Agreements in Appendices PP, QQ, RR, and SS, of Work Materials No. 50; and the various regional collective bargaining agreements may be examined in the Appendix of the history of the Area Agreement Division, by H. E. Doherty, in NRA files.

9817

SECTION I

AGREEMENTS UNDER SECTION 4 (a)

Introduction

Section 4 (a) of the National Industrial Recovery Act authorized the President "to enter into agreements with, and to approve voluntary agreements between and among, persons engaged in a trade or industry, labor organization, and trade or industrial organizations, associations, or groups, relating to any trade or industry, if in his judgment such agreements" would aid in effectuating the policy of the Act and would not permit monopolies or monopolistic practices.

Principal among agreements entered into under this section of the Act were the President's Reemployment Agreement, service trades and territorial agreements, the tire manufacturers' and distributors' agreement, and the captive mines agreement. There were also several minor types of agreements.

This portion of the study is concerned only with setting forth the substantive content of agreements under Section 4 (a). For a discussion of the origin, purposes and enforceability of these agreements the reader is directed to Work Materials No. 50, Agreements Under Section 4 (a) and 7 (b) of the NIRA by C. A. Giblin, NRA Organization Studies Section, also to The President's Reemployment Agreement by H. C. Hoover, NRA Organization Studies Section.

CHAPTER I

THE PRESIDENT'S REEMPLOYMENT AGREEMENT

Both chronologically and in degree of importance the President's Reemployment Agreement merits first attention in any consideration of agreements entered into under Section 4 (a) of the National Industrial Recovery Act. The substantive content of the PRA, advanced to employers in late July, 1933, as a plan for quickly extending to a large number of employees the benefits deriving from the Act and accepted by more than 2,000,000 employers, follows:

Signers of the PRA agreed between August 1 and December 31, 1933:

1. Not to employ any person under 16 years of age except that persons between 14 and 16 might be employed (but not in manufacturing or mechanical industries) not to exceed three hours per day between 7 A.M. and 7 P.M. in such work as would not interfere with hours of day school;

2. Not to employ any clerical or office employees more than forty hours in any one week;

3. Not to employ any factory or mechanical worker more than a maximum week of thirty-five hours until December 31, 1933, and not more than 8 hours in any one day, but with the right to work a maximum week of 40 hours for any 6 weeks within the period;*

4. These maximum hours were not to apply to employees in establishments employing not more than two persons in towns of less than 2,500 population, nor to employees in a managerial or executive capacity, nor to professional persons;**

(*) Executive Order 6304 of October 3, 1933, eliminated the permissive six-week peak period of 40 hours per week for employers who signed the PRA on or after October 1, 1933; prior signatories were not affected by this order.

(**) Executive Order 6354, October 23, 1933, provided, among other things, that provisions of the PRA were not to apply to employers engaged only locally in retail trade or service industries who did not employ more than five persons and who were located in towns of less than 2,500 population, except in so far as signatories desired to continue to comply with PRA provisions.

Executive Order 6710, May 15, 1934, modified Executive Order 6354 by exempting employers engaged only locally in retail trade or service trades or industries who operated not more than three establishments each located in a town under 2,500 population from the wage and hour provisions of the PRA, except in so far as any such employer signified his intention of being bound by such provisions

5. Not to pay any clerical or office employee less than $15.00 per week in cities over 500,000, nor less than $14.50 per weeks in cities between 250,000 and 500,000, nor less than $14.00 per week in cities between 2,500 and 250,000;

6. Not to pay any factory or mechanical worker less than forty cents per hour unless the hourly rate for the same class of work on July 15, 1929, was less than forty cents, in which latter case not to pay less than the hourly rate on July 15, 1929, and in no event less than thirty cents per hour;

7. Not to reduce the compensation for employment now in excess of the minimum wages of the PRA;

8. Not to use any subterfuge to frustrate the spirit and intent of this agreement;

9. Not to increase the price of any merchandise sold after the date of the agreement over the price on July 1, 1933, by more than was made necessary by actual increases in production, replacement, or invoice costs or merchandise;

10. To support and patronize establishments which had also signed the agreement;

11. To cooperate to the fullest extent in having a code of fair competition submitted by their industry at the earliest possible date.

12. The agreement was to cease upon approval by the President of a code to which the signer was subject; or, if the NRA so elected, upon submission of an applicable code and substitution of any of its provisions for any of the terms of the agreement.

13. In a petition approved by a representative trade association of his industry, or other representative organization designated by NRA, a signer might apply for a stay of any provision of the agreement which resulted in "great and unavoidable hardship" pending a summary investigation by NRA, if he agreed in such application to abide by the decision made after such investigation.

Executive Order 6515, dated December 19, 1933, extended the PRA from Jan. 1, 1934, to April 30, 1934, or to any earlier date of approval of an applicable code. Display of the Blue Eagle on or after Januaryl, 1934, by employers who had earlier signed the PRA was to evidence their acceptance of the PRA extension; employers who had not yet signed might still do so; and all substitutions and exemptions approved and all exceptions granted to particular employers before January 1, 1934, were to apply to the extended PRA.

Executive Order 6678-A of April 14, 1934, further extended the PRA from May 1, 1934, as to any part of an employer's business not subject to an approved code until such time as that part of his business became subject to an approved code. Employers who had not signed the PRA prior to May 1, 1934, might enter into the agreement, while display of the Blue Eagle on or after May 1, 1934, by earlier signers would evidence

their continued compliance with the PRA. All substitutions and exemptions approved and excepted granted before May 1st were to continue applicable.

CHAPTER II

SERVICE TRADES AGREEMENTS

Executive Order 6723, dated May 26, 1934, provided that the fair trade practice and code administration provisions in codes of such service trades or industries as were thereafter designated by the Administration were suspended. Provisions governing wages, hours, and child labor and the mandatory provisions of Sections 7(a) and 10(b) of the Act were not suspended and each member of any such trade or industry was entitled to display NRA insignia only so long as he remained in compliance with such non-suspended provisions. The order further provided that, in any locality in which 85 per cent of the members of any service trade or industry, the provisions of whose code had been suspended, proposed to agree with the President to abide by any local code of fair trade practices suggested by them for that locality and approved by the Administrator, the Administrator was authorized to make such agreement. Thereafter, no member of such trade or industry in such locality was entitled to display NRA insignia unless he was complying with all terms of such agreement in addition to the non-suspended provisions of the code.

By Administrative Order X-37 of May 26, 1934, the trade practice and administrative provisions of codes for the following were suspended: Motor Vehicle Storage and Parking, Bowling and Billiard, Barber Shop, Cleaning and Dyeing, Shoe Rebuilding, Advertising Display Installation, and Advertising Distributing Trades; Administrative Order X-50 of June 13 and Administrative Order X-54 of June 28, 1934, respectively included the Laundry Trade and the Hotel Industry among those for which code provisions were suspended pursuant to Executive Order 6723.

By Executive Order 6756-A of June 28, 1934, the President offered to enter into an agreement with the members of service trades not theretofore codified, whereunder any member displaying appropriate NRA insignia evidenced his agreement to comply with the standards of labor approved by the Administrator, on the condition, however, that in any locality in which 85 per cent of the members of any such trade had proposed a local code of fair trade practices, and such code having been approved by the Administrator, no member was entitled to display NRA insignia unless he was complying with all terms of such local code in addition to the said standards of labor.

Administrative Order X-53 of June 28, 1934, in part provided that local code committees for service trades, upon application to the Administrator, might be authorized to cooperate with NRA in coordination and execution of the service trades program. Schedules of fair trade practices, wherever suitable to the needs of the locality, were to conform with the practices originally contained in the designated codes, provided, however, that practices, including those relating to minimum price, were to be approved only in accordance with existing NRA policy on such matters.

For the Cleaning and Dyeing Trade (Approved Code No. 101) two local codes of fair trade practices were approved - one for the metropolitan district of the City of Seattle, Washington, on December 20, 1934;

and one for Rockland County, New York, on January 15, 1935. The provisions of these two local codes were identical, (*) except as to the descriptions of localities contained in Article II thereof.

Four local codes of fair trade practices were approved for the Shoe Rebuilding Trade (Approved Code No. 372) - one for the City of Washington and Township of Washington, Indiana, on November 30, 1934; one for the City of Ironton and Village of Coal Grove, Lawrence County, Ohio, on December 12, 1934; one for the City of Pueblo, Colorado, on December 18, 1934; and one for the District of Columbia on February 13, 1935. The provisions of these four local codes were identical, except as to the descriptions of localities contained in Article II thereof. Indeed, the major portion of Article I of the Shoe Rebuilding Trade local codes was identical with that of Article I of the Cleaning & Dyeing Trade. Accordingly, the provisions of these six local codes of fair trade practices are given below as one composite agreement, with provisions common to both the Cleaning & Dyeing and the Shoe Rebuilding Trades Codes set forth in ordinary type, provisions peculiar to the Cleaning & Dyeing Trade Codes are underscored, and provisions peculiar to the Shoe Rebuilding Trade Codes in solid capitals. The non-suspended labor and code administration provisions of the codes for the Cleaning & Dyeing Trade and for the Shoe Rebuilding Trade, which must properly be considered as part of the local codes, are included as appendices I and II, respectively, hereof.

"Provisions of Local Service Trades Codes of Fair Trade Practices Pursuant to Executive Order 6723

Article I

"The following described acts shall constitute unfair methods of competition. NO MEMBER OF THE TRADE WITHIN THE LOCALITY DEFINED IN ARTICLE II OF THIS SCHEDULE ENGAGED IN ANY SUCH PRACTICE SHALL BE ENTITLED TO DISPLAY THE NATIONAL RECOVERY ADMINISTRATION INSIGNIA USED BY THE TRADE.

"1. Misleading Advertising - The use of (or participation in) the publication or the broadcasting of any untrue, deceptive, or misleading statement, representation, or illustration, in connection with and for the purpose of furthering the sale of shoe rebuilding service.

"2. Defamation or Disparagement of Competitors - The false imputation to competitors of dishonorable conduct, or inability to perform contracts, and/or poor or questionable credit standing and false representation concerning the grade or quality of the service rendered by competitors.

"3. Underselling Claims - Advertising which inaccurately announces or lays claim to a policy or continuing practice on the part of the advertiser of generally or regularly underselling competitors.

(*) See provisions below.

"4. Misleading Guarantees - Guarantees which are not specific as to the nature and extent of the guarantee or which for any reason are unenforceable against the guarantor.

"5. Disclaimers --Attempts by stipulation to evade, limit, or nullify what would otherwise be the lawful responsibility of a member of the Trade for articles left with him for cleaning or dyeing.

"Rule 6. Misrepresentation of Prices -- Representation of any prices or credit terms as 'special' when they are in fact the regular prices and/or credit terms of the person making such representation; also the representation that quoted prices apply to completely finished work when in fact they apply only to partially processed work.

"Rule 7. Unfair Merchandising Devices --

"(a) The furnishing of free work to anyone except a Bona fide charity.

"(b) The furnishing of free storage to customers.

"(c) The payment of a commission or any other consideration to anyone not a member of the trade or regularly employed by a member of the trade, for the solicitation of procuring of (cleaning or dyeing work. (SHOE REPAIRING.)

"(d) The use of premiums in ways which involve commercial bribery in any form.

"(e) The use of premiums in ways which involve lottery in any form. The term 'lottery' shall be construed to include, but without limitation, any plan or arrangement whereby the premiums offered differ substantially in value from customer to customer of the same class, except as a result of differences in quantities purchased.

"(f) The use of premiums in ways which involve misrepresentation, or fraud, or deception in any form, including, but without limitation, the use of the word 'free', 'gift', 'gratuity', or language of similar import in connection with the giving of premiums for the purpose or with the effect of misleading or deceiving customers.

"(g) The giving of premiums to any customers when such premiums are not offered to all customers of the same class in the locality.

"Rule 8. Added Charges -- The attempt to secure an additional charge for (the eradication of spots or stains after the member of the trade agreed to dry clean them for a stated price.) (WORK PERFORMED OTHER THAN THAT ACTUALLY AUTHORIZED BY THE CUSTOMER.)

"8. FREE WORK - THE FURNISHING, FREE, OF ANY SERVICES OR COMMODITIES TO ANY ONE EXCEPTING A BONA FIDE CHARITY.

"9. MISREPRESENTATION OF QUALITY - WITHIN TEN DAYS AFTER STANDARDS HAVE BEEN DEFINED AND DESCRIBED BY THE UNITED STATES BUREAU OF STANDARDS AND APPROVED BY THE BOARD, EVERY MEMBER OF THE TRADE SHALL DISPLAY IN A CONSPICUOUS PLACE IN HIS RETAIL OUTLET A PRINTED LIST, WHICH MAY BE READ EASILY, OF THE VARIOUS QUALITIES OF MATERIALS AS DEFINED AND DESCRIBED BY THE UNITED STATES BUREAU OF STANDARDS. THEREAFTER THE SALE, OR OFFER FOR SALE, OF ANY SERVICE INVOLVING THE USE OF MATERIALS WHOSE QUALITY HAS BEEN DEFINED BY THE UNITED STATES BUREAU OF STANDARDS, WITHOUT ACCURATELY INFORMING THE CUSTOMER OF THE TRUE QUALITY OF THE MATERIAL AS SO DEFINED AND DESCRIBED BY THE UNITED STATES BUREAU OF STANDARDS, SHALL BE AN UNFAIR TRADE PRACTICE.

"10. SUBTERFUGE - TO EMPLOY SUBTERFUGE DIRECTLY OR INDIRECTLY TO AVOID OR ATTEMPT TO AVOID THE PROVISIONS OF THIS CODE OR THE PURPOSES AND INTENT OF THE NATIONAL INDUSTRIAL RECOVERY ACT, WHICH ARE TO INCREASE EMPLOYMENT, PROVIDE BETTER WAGES, PROMOTE FAIR COMPETITIVE METHODS, BETTER BUSINESS CONDITIONS AND PROMOTE THE PUBLIC WELFARE.

"Rule 9. Secret Rebates -- The secret payment or allowance to any customer, or to any employee of a customer, of rebates, refunds, remissions of past indebtedness, commissions or discounts, whether in the form of money or otherwise, including the extension to particular customers of special services or privileges, false invoicing, and rebates under the guise of allowances for lost, misplaced or damaged articles.

"Rule 10. Imitation of Competitors -- The simulation or copying of a competitor's style of store front, of signs or of advertising, with the intention, or having the tendency and capacity, of deceiving the customers of such competitors.

"Rule 11. Posting of Insurance Information -- Failure to display in a conspicuous place a printed or written placard stating whether, to what extent, and against what hazards fabrics left for cleaning and/or dyeing are protected by insurance for the benefit of the consumer.

"Rule 12. False or Misleading Statements Concerning Insurance -- False or misleading statements or representation by any means whatsoever as to the amount and/or character of insurance carried for the benefit of the consumer on fabrics left for cleaning and/or dyeing.

"Rule 13. Accepting of Work from Solicitors -- Accepting of work from a person who solicits cleaning and/or dyeing work and who is neither a member of the trade nor regularly employed by a member of the trade. The provisions of this Section shall not apply, however, to any such person where he engages in such solicitation under a contract with a plant owner, terminable on not less than six (6) months' notice.

"Rule 14. Violence, Intimidation, or Unlawful Coercion --

"(a) Any use of violence to person or property, intimidation, or unlawful coercion by a member of the trade against a member of the trade.

"(b) Any threat by a member of the trade to use such violence, intimidation, or unlawful coercion.

"(c) Any conspiracy among members of the trade, or among members of the trade and others, to use or to threaten to use such violence, intimidation, or unlawful coercion.

"(d) Any combining or cooperating by a member of the trade with anyone who is using or threatening to use such violence, intimidation, or coercion.

Rule 15 (of the Cleaning & Dyeing Trade Codes):

"11. (*) Hours of Operation - No retail outlet OR SHOP shall remain open or be operated on Sundays or on National, State or local holidays, or in excess of sixteen (16) hours on any Saturday or any day except Sunday prior to a National, State, or local holiday, or in excess of twelve (12) hours on any other day; provided, however, that WHERE A MEMBER OF THE TRADE IS OPERATING IN A DEPARTMENT STORE AS A DEPARTMENT OF SUCH STORE AND SUCH DEPARTMENT STORE IN COMPLIANCE WITH THE RETAIL CODE OPERATES A GREATER NUMBER OF HOURS, THEN SUCH MEMBER OF THE TRADE MAY COMPLY WITH THE HOURS OF THE DEPARTMENT STORE AND THE OTHER MEMBERS OF THE TRADE IN THE SAME LOCALITY MAY REMAIN OPEN THE SAME NUMBER OF HOURS; AND PROVIDED FURTHER THAT when a day of the week other than Sunday is recognized as the Sabbath by a member of the Trade, and such member of the Trade regularly keeps his place of business closed on such days, such place of business may remain open and be operated on Sunday, sub-

(*) In the Cleaning and Dyeing Trade Codes the term "rule" precedes the numbers of paragraphs; in the Shoe Rebuilding Trade Codes the paragraphs merely bear numbers.

ject, however, to state and local laws and ordinances. This provision shall not apply to (SHOESHINE SERVICE IN SUCH OUTLETS. (valet shops which perform some or all of the following services, usually while the customer waits; the shining of shoes, the pressing of suits, the mending of torn places, the sewing of buttons and the cleaning of hats; but which do not engage in the following activities: the dry-cleaning or dyeing of men's suits or women's dresses, or the tailoring to order of clothing."

CHAPTER III.

TERRITORIAL AGREEMENTS.

Executive Order 6750-A of June 27, 1934, delegated to the Administrator the power to enter into agreements, pursuant to Section 4(a) of the Act, with persons engaged in a trade or industry in Puerto Rico and the Territories of Hawaii and Alaska, if in his judgment such agreements would aid in effectuating the policy of the Act with respect to transactions in or affecting interstate or foreign commerce and would not promote monopolies or tend to eliminate or oppress small enterprises.

Administrative Order X-60 of July 2, 1934, provided that trades and industries in Puerto Rico and the Territory of Hawaii were to be exempt from codes theretofore approved until September 1, 1934, and from codes thereafter approved for a period of six weeks following the dates of such approvals. If the Deputy Administrator for the territory so ordered for a trade or industry, the exemption was to remain in effect only as to those who entered into and complied with an agreement under Executive Order 6750-A, so long as such agreement remained in effect. This order did not affect any exception or exemption of a specified trade or industry, or subdivision thereof, or of a specified person or persons, theretofore or thereafter granted, nor any code or modification of a code for a trade or industry in Hawaii or Puerto Rico.

Administrative Order X-80 of August 27, 1934, approved one form of Administrator's Territorial Agreement. (*)

No territorial agreements were approved under Executive Order 6750-A, although several were proposed in the Territory of Hawaii.

(*) See Appendix III.

CHAPTER IV

CAPTIVE MINES AGREEMENT

Pursuant to Section 4(a) of the Act, an agreement was entered into on September 29, 1933, between the President and some twenty-one members of the Iron and Steel Industry or their subsidiary or affiliated companies, owning and operating "mines of bituminous coal for the production of such coal for the use of the employers or their subsidiary or affiliated companies in operations in or related to the Iron and Steel Industry." The signers of the captive mines agreement agreed with the President and between and among each other as follows:

> "Each employer in the operation of any bituminous coal mine operated by it will comply with the maximum hours of labor and minimum rates of pay which are or shall be prescribed under or pursuant to the coal code for the district in which such mine is located so long as the coal code shall remain in effect."

The President approved this agreement,

> "With the understanding that under this agreement hours, wages and working conditions throughout these mines will be made as favorable to the employees as those prevailing in the district in which such mines are located."

On October 30, 1933, the President issued a statement concerning a further agreement reached with the captive mine owners.

The salient points were:

(1) The mine owners recognized the United Mine Workers of America and conceded the check-off, so that a man might assign a deduction from his pay to whomever he desired.

(2) The existing Appalachian agreement* between the commercial mine operators and the United Mine Workers was recognized as fixing hours, wages and working conditions under which the men would go back to work.

(3) When in the opinion of the National Labor Board, after the opening of any mine, orderly conditions had been restored, an election was to be held under the exclusive regulation and direction of said Board to choose representatives for collective bargaining. Such representatives might or might not be members of any labor organization and any officer of the United Mine Workers might be elected, and if elected, the operators agreed to negotiate with him.

(4) Representatives chosen by a majority were to be given an immediate conference and separate conferences were to be held with any representatives of a substantial minority. If no agreement with the majority representative were reached in ten days the controversy was immediately to be submitted by both parties to the National Labor Board for decision and both parties would agree to abide by the decision.

---

* See Chapter VII.

CHAPTER V

AGREEMENT AMONG TIRE MANUFACTURERS AND DISTRIBUTORS

Pending approval of a code for the retail tire and battery trade, a voluntary agreement was entered into by representatives of manufacturers and distributors of rubber tires on March 30, 1934, approved by Executive Order 6684-B of April 19, 1934, because "destructive price cutting inimical to the public interest and contrary to the policy of the National Industrial Recovery Act" had prevailed in the tire manufacturing industry and the retail tire trade. The salient provisions of the agreement were as follows:

(1) A forty day truce, effective April 3, 1934.

(2) Temporary differentials were established below the lists of Goodyear, Sears Roebuck & Company, Montgomery Ward Company, Atlas Supply Company, and Western Auto Supply Company.

(3) Trade-in allowances were to be as agreed upon at Washington Conference of February 5 and 6, 1934.

(4) Manufacturers were to discontinue rebates to dealers on sales effected after March 31, 1934.

(5) There were to be no free goods.

(6) All cut price comparative advertising was to be discontinued.

The code for the retail rubber tire and battery trade was approved May 1, 1934

CHAPTER VI

MISCELLANEOUS AGREEMENTS

In the latter half of July, 1933, agreements were entered into between The President and ten textile or garment industries - agreements on the part of these industries either to comply with certain provisions of the Cotton Textile Code or with such provisions of their submitted codes as were identical with given provisions of the Cotton Textile Code. Such agreements were approved for the rayon weaving industry and the throwing industry on July 14, 1933; for the silk textile industry on July 15, 1933; for the cotton thread industry on July 16, 1933; for the textile finishing industry and the underwear and allied products industry on July 21, 1933; for the silk and rayon dyeing and printing industry on July 22, 1933; for the pajama and garment manufacturers on July 26, 1933; and for the cordage and twine industry on July 27, 1933.

SECTION II

AGREEMENTS UNDER SECTION 7(b)

Introduction

Section 7(b) of the Act provided that the President was, so far as practicable, to afford every opportunity to employers and employees in any trade or industry or subdivision thereof in which the collective bargaining rights of employees were recognized and instituted:

> "to establish by mutual agreement, the standards as to the maximum hours of labor, minimum rates of pay, and such other conditions of employment as may be necessary in such trade or industry or subdivision thereof to effectuate the policy of this title; and the standards established in such agreements, when approved by the President, shall have the same effect as a code of fair competition approved by the President under subsection (a) of section 3."

While no penalties were prescribed by the Act for violations of agreements under Section 4(a), 7(b) agreements carried the same penalties for violation of their provisions as were prescribed for code violation (*).

The Appalachian agreements under the Bituminous Coal Code and the 48 regional collective bargaining or area agreements under seven of the divisions of the Construction Industry constituted all those approved under Section 7(b) of the Act.

(*) See Work Materials 50, Agreements under Section 4(a) and 7(b) of the NIRA, by C. A. Giblin, NRA Organization Studies Section.

CHAPTER VII

APPALACHIAN AGREEMENTS

The first Appalachian agreement was entered into September 21, 1933, by the Northern Coal Control Association and the Smokeless and Appalachian Coal Association on the part of the operators and by Districts 2, 3, 4, 5, 6, 17, 19, 30 and 31 of the United Mine Workers of America on the part of the mine workers under the provisions of Section 7(b) of the Act. On September 29, 1933, the President ordered that this agreement be approved as the schedule of basic minimum rates under the Bituminous Coal Code as revised on that date. The agreement was to remain effective until April 1, 1934.

The territory covered by this agreement was: Northern Coal Control Association - Pennsylvania, Ohio, together with Ohio, Brook and Marshall Counties of West Virginia, and Northern West Virginia, including Counties of Monongalia, Marion, Harrison, Preston, Taylor, Barbour, Randolph, Upshur, Lewis, Gilmer, Braxton, Webster and that portion of Nicholas County containing coal or coal mines along the line of the B&O Railroad; Smokeless and Appalachian - State of Virginia, Northern Tennessee, that part of Kentucky lying east of a line drawn north and south through the city of Louisville, and that part of West Virginia not included in Northern Coal Control Association territory, as set out above, and except Grant, Mineral and Tucker Counties of West Virginia.

The salient provisions of the agreement were:

(1) Eight-hour day, five-day week. All mine workers engaged in the transportation of men and coal were excepted from the maximum hours provision.

(2) No person under 17 years of age was to be employed inside any mine nor in hazardous occupations outside any mine, except that a state law which provided a higher minimum age was to govern.

(3) The management of the mine, the direction of the working force, and the right to hire and discharge were vested exclusively in the operators and the United Mine Workers were not to abridge these rights.

(4) A committee of three mine workers was to be elected at each mine to adjust disputes between the management and workers. The committee was to have no other authority and was in no way to interfere with the operation of the mine; for violation of this clause, any member or the committee might be removed.

(5) If differences of any kind arose between the mine workers and the operator, there was to be no suspension of work pending settlement. Efforts were to be made immediately to settle such differences (a) between the aggrieved party and the mine management; (b) between the mine committee and the management; (c) by a board consisting of four members, two of whom were designated by the mine workers and two by the operators. If the board failed to agree, the matter was to be referred to an umpire selected by the board. If the board was unable to agree on the selection

of an umpire, he was to be designated by the Administrator for Industrial Recovery. The decision of the umpire in any event was to be final. In fact, a decision reached at any stage of the proceedings was to be binding on both parties and was not to be subject to reopening except by mutual agreement. Expense and salary incident to the services of an umpire were to be paid jointly by the operators and mine workers to each district.

(6) When a mine worker was discharged and he believed himself unjustly dealt with, the case was to be considered under the method of settling disputes above provided. If it were decided that injustice had been done to the mine worker, the operator was to reinstate and compensate him at the rate paid said mine worker prior to such discharge; provided, however, that the case was taken up and disposed of within five days from the date of discharge.

(7) A strike or stoppage of work on the part of the mine workers was to be a violation of the agreement. Under no circumstances was the operator to discuss the matter under dispute with the mine committee or any representative of the United Mine Workers during suspension of work in violation of the agreement.

(8) The operators were to have the right during the agreement to work all mines extra shifts with different crews. If only one shift was worked, it was to be in the daytime, but this was not to prevent cutting and loading coal at night in addition to the day shift cutting and loading.

(9) Pay day was to be at least twice each month.

(10) District agreements were to be made dealing with local or district conditions and it was agreed that such district agreements were to embody the basic rates of pay, hours of work, and conditions of employment set forth in the agreement.

(11) Below are set forth the basic rates for the various operations where compensation was on a piece work basis. These rates varied from vicinity to vicinity covered by the agreement, but in each case only the minimum and maximum rates for each operation are given:

	Tonnage Rates per 2,000 lbs. run of mine coal		
Pick Mining	$0.56	to	$0.70
Machine Loading	.332	to	.52
Cutting, Shortwall Machine	.045	to	.08

(12) Below are set forth the minimum and maximum hourly and daily rates for various classified occupations in various vicinities. The agreement provided that skilled labor not classified was to be paid in accordance with the custom at the mine.

Classification of Occupations	Hourly Rates	Daily Rates
Inside		
Motormen, Rock Drillers	$0.545 to $0.595	$4.36 to $4.76
Drivers, Brakemen, Coal Drillers, Trackmen, Wiremen Timbermen, etc.	.525 to .575	4.20 to 4.60
Pumpers, Trackmen, Wiremen and Timbermen helpers	.495 to .545	3.96 to 4.36
Greasers, Trappers, Flaggers, Switch Throwers	3.25 to .375	2.60 to 3.00
Outside		
Bit Sharpeners, Car Repairmen, Dumpers	.43 to .48	3.44 to 3.84
Sand Dryers, Car Cleaners, other able bodied labor	.40 to .45	3.20 to 3.60
Slate Pickers	.325 to .375	2.60 to 3.00

A second Appalachian agreement was entered into March 29, 1934, to remain in effect from April 1 to March 31, 1935. The maximum hours were changed to a seven-hour day and a five-day (thirty-five hour) week. The wage schedules were also changed as follows:

	Tonnage Rated per 2,000 lbs. run of mine coal		
Pick Mining	$0.66	to	$0.80
Machine Loading	.412	to	.60
Cutting, Shortwall Machine	.062	to	.09
Cutting, Arcwall Machine			.058

Classification of Occupations	Hourly Rates	Daily Rates
Inside		
Motormen, Rock Drillers	$0.68 to $0.737	$4.76 to $5.16
Drivers, Brakemen, Coal Drillers, Trackmen, Wiremen, Timbermen, etc.	.657 to .714	4.60 to 5.00
Pumpers; Trackmen, Wiremen and Timbermen helpers	.623 to .68	4.36 to 4.76
Greasers, Trappers, Flaggers, Switch Throwers	.428 to .486	3.00 to 3.40
Outside		
Bit Sharpeners, Car Repairmen, Dumpers	.548 to .606	3.84 to 4.24
Sand Dryers, Car Cleaners, other able bodied labor	.514 to .571	3.60 to 4.00
Slate Pickers	.428 to .486	3.00 to 3.40

On March 31, 1935, representatives of the coal operators and the United Mine Workers agreed to amend the Bituminious Coal Code so as to extend the operation of all of its provisions, including the Appalachian agreement, to June 16, 1935.

A third Appalachian agreement, which covered Michigan in addition to territory previously covered, was signed September 27, 1935, to remain in effect from October 1 to April 1, 1937. The only provisions changed were the wage schedules, as follows:

	Tonnage Rates per 2,000 lbs. run of mine coal		
Pick Mining	$0.75	to	$1.102
Machine Loading	.492	to	.851
Cutting, Shortwall Machine	.065	to	.151

Classification of Occupations	Hourly Rates			Daily Rates		
Inside						
Motormen, Rock Drillers	$0.751	to	$0.809	$5.26	to	$5.66
Drivers, Brakemen, Coal Drillers, Trackmen, Wiremen, Timbermen, etc.	.729	to	.786	5.10	to	5.50
Pumpers; Trackmen, Wiremen and Timbermen helpers	.694	to	.751	4.86	to	5.26
Greasers, trappers, Flaggers, Switch Throwers	.50	to	.557	3.50	to	3.90
Outside						
Bit Sharpeners, Car Repairmen, Dumpers	.62	to	.677	4.34	to	4.74
Sand Dryers, Car Cleaners, other able bodied labor	.586	to	.643	4.10	to	4.50
Slate Pickers	.50	to	.557	3.50	to	3.90

CHAPTER VIII

REGIONAL COLLECTIVE BARGAINING AGREEMENTS UNDER THE CONSTRUCTION CODE

The Code for the Construction Industry provided (*) that truly representative associations or groups of employers and employees in each division or subdivision of the industry, after proper notice and hearing and as a result of bona fide collective bargaining, might establish by mutual agreement, when approved by the President pursuant to the provisions of Section 7(b) of the Act, standards of hours of labor, rates of pay and such other conditions of employment relating to occupations or types of operations in such division or subdivision as might be necessary to effectuate the policy of Title I of the Act, for a specifically defined region or locality.

Forty-eight regional collective bargaining agreements, commonly called area agreements, were approved pursuant to Section 7 (b) of the Act under seven divisions of the Construction Code. Four area agreements approved by the President on May 21, 1935 - three under the Painting, Paperhanging and Decorating Division and one under the Plumbing Contracting Division - never became effective because the Schechter decision preceded their effective date, June 3, 1935. Likewise, the only agreement approved under the General Contractors Division never became effective because of its late approval, May 24, 1935. Provisions of these five agreements, which never became the "law" for the regions concerned, have not been analyzed in this study.

The other forty-three area agreements are listed below by division, region and date of approval, the effective date for all having been the second Monday following the President's approval.

Mason Contractors Division

1.	New York and part of Long Island	August 4, 1934
2.	Tulsa, Oklahoma, and vicinity	January 22, 1935
3.	St. Louis and Vicinity, Missouri	March 8, 1935.

Electrical Contracting Division

1.	Cook County, Illinois	October 22, 1934.
2.	Detroit, Michigan, and its metropolitan district	October 30, 1934.

(*). Chapter I, Article III, Section 1.

3.	Multnomah, Clackamas, and Washington Counties, Oregon; and Clark and Skamania Counties, Washington	February 21, 1935
4.	Allegheny County and part of Westmoreland, Pennsylvania	March 7, 1935
5.	Miama and part of Dade County, Florida	April 10, 1935

Plumbing Contracting Division

1.	Denver, Colorado	October 17, 1934.
2.	Calumet, Hobart, Ross, Center, Eagle Creek and Winfield Townships of Lake County; and Porter County; Indiana	May 10, 1935.

Plastering and Lathing Contracting Division

1.	Dallas County, Texas	January 10, 1935
2.	State of California	April 10, 1935

Tile Contracting Division

1.	Philadelphia, Pennsylvania; Camden, New Jersey, and vicinity	February 8, 1935
2.	Certain Counties of Pennsylvania, Ohio and West Virginia	May 1, 1935.

Painting, Peperhanging and Decorating Division

1.	Philadelphia, Pennsylvania, and vicinity	September 27, 1934
2.	Wilmington, Delaware, and its metropolitan district	October 22, 1934
3.	Omaha, Nebraska, and Council Bluffs, Iowa, and vicinity	November 15, 1934
4.	Township of Greenwich, Connecticut	December 14, 1934
5.	Dade County, Florida	December 26, 1934
6.	St. Paul, Minnesota, and vicinity	December 29, 1934
7.	Passaic and Bergen Counties, New Jersey	January 11, 1935
8.	Concord, New Hampshire	January 16, 1935
9.	Salt Lake City, Utah, and vicinity	January 19, 1935

10.	Wheeling, West Virginia, and vicinity	January 28, 1935
11.	Natrona County, Wyoming	January 29, 1935
12.	Knox County, Indiana	February 5, 1935
13.	Rochester, Minnesota	February 20, 1935
14.	Boroughs of Manhattan and the Bronx, New York	March 1, 1935
15.	Cascade County, Montana	March 20, 1935
16.	Erie County, New York	March 20, 1935
17.	Hill County, Montana	March 22, 1935
18.	Otsego County, New York	April 10, 1935
19.	State of Rhode Island	April 10, 1935
20.	Colorado Springs, Colorado and vicinity	April 10, 1935
21.	State of California	April 10, 1935
22.	Rochester, New York, and vicinity	April 12, 1935
23.	Montclair, Bloomfield and vicinity, New Jersey	May 7, 1935
24.	Center and Clearfield Counties, Pennsylvania	May 7, 1935
25.	Smith, Upshur, Rusk, Henderson, Wood, Gregg, Cherokee, Anderson, and Van Zandt Counties, Texas.	May 7, 1935
26.	City and County of Denver, Colorado, and vicinity	May 7, 1935
27.	Hamilton County, Ohio, and Kenton and Campbell Counties, Kentucky	May 9, 1935
28.	Allegheny County, Pennsylvania	May 9, 1935
29.	Travis County, Texas	May 9, 1935

A. DEFINITIONS

The first article of each area agreement set forth definitions. Twenty-three out of the forty-three agreements under consideration contained identical definitions of "member in the region", as follows:

> "The term 'member in the region' as used herein means any member of the Division as hereinafter defined who is an employer of the types of employees as hereinafter defined."

Thirty-seven defined "member of the division" as follows, or with such slight variation as was of no significance;

> "The term 'member of the division' as used herein means any individual or form of organization or enterprise engaged in any phase, or undertaking to perform any work covered by the definition of the _____ division as used herein."

The remaining sections of Article I defined the division of the Construction Industry concerned and the various types of employees peculiar thereto. Below is set forth the most inclusive definition of each of the six divisions of the Contruction Industry under which area agreements became effective. Since definitions of the various types of employees are multifarious and not essential to this study, they are omitted.

> 1. "The term 'Mason Contractors Division' or 'this Division' as used herein means the contracting for and the erection in the United States of merica of all types of brickwork, cinder block masonry, ornamental and terra cotta, salt glazed tile, hollow tile and gypsum block, including the furnishing of any labor or materials incident thereto; and such branches or subdivisions thereof as may from time to time duly be included under the provisions of this Division as defined in the Code of Fair Competition for the Mason Contractors Division of the Construction Industry."

> 2. "The term 'Electrical Contracting Division' or 'this Division' as used herein means the erecting, installing altering, repairing, servicing, or maintaining electric wiring, devices, appliances, or equipment, including the purchasing from suppliers, and the selling of manufactured parts and products incorporated in such installation, provided that:

> "(a) The provisions of this Agreement shall not apply to work for telephone or telegraph service where such work is an integral part of the communication system owned and operated by a telephone or telegraph company in rendering its duly authorized service as a telephone and telegraph company.

"The provisions of this Agreement shall apply to the installing of telephone and telegraph cables and wires in race-ways or conduits in buildings in the process of construction where, pursuant to existing or future agreements or understandings, such work is performed by others than telephone or telegraph operating companies.

"Should controversies arise as to whether or not such agreements or understandings exist such controversies shall be referred for decision to such board in the National Recovery Administration as may have been or may be designated by the National Industry Recovery Board.

"(b) The provisions of this Agreement shall not apply to electrical work for the generation and primary distribution of electric current, or the secondary distribution system ahead of the meter, where such work is an integral part of the system owned and operated by an electric light and power company in rendering its duly authorized service, is done by such a company's own employees, and/or is work on customer's premises necessary for the rendering of safe and continuous service, but the provisions of this Agreement shall apply to the installation, permanent alteration or repair, or maintenance of electric wiring, devices, appliances or equipment of private owners other than an electric light and power company not elsewhere excluded in this Definition.

"(c) The provisions of this Agreement shall not apply to the sale or rental of electrical signalling apparatus or systems for protection against fire, burglary or robbery, or to the servicing of such signalling apparatus or systems, where such work is an integral part of such a system owned and services or maintained by an individual, firm, corporation, or other form of enterprise engaged in such business.

"(d) The provisions of this Agreement shall not apply to manufacturing or assembling in the manufacturer's plant, nor to servicing, or repairing of electrical apparatus, appliances or equipment by a manufacturer or by an electric repair shop, but the provisions of this Agreement shall apply to the installation of all new electrical work on the customer's premises not elsewhere excluded in this Definition.

"An electric repair shop, for the purposes of this paragraph, shall mean an establishment engaged in the repairing, rewinding and reconditioning of motors, generators, transformers and other electrical apparatus.

"(e) The provisions of this Agreement shall not apply to the maintaining, servicing or repairing of existing installations of electric wiring, devices or equipment, or the moving and relocating of equipment within a plant or property, performed by an owner or tenant (not for hire),

individually or with his permanent employee or employees for electrical maintenance work within his own property but the provisions of this Agreement shall apply to the installation of all new electrical work not elsewhere excluded in this Definition.

"The term 'permanent employee' as used in this paragraph is confined to any employee who is regularly and continuously employed, or who has been so employed by any such owner or tenant within such owner's or tenant's own plant or property for a period of not less than six (6) months.

"(f) The provisions of this Agreement shall not apply to the permanent maintenance department of a member in the Region or its electrician employees.

"A permanent maintenance department is defined as a department engaged in maintaining, servicing or repairing of existing installations of electric wiring, devices or equipment or the moving and relocating of equipment within a plant or property.

"(g) The provisions of this Agreement shall not apply to temporary work installed by heavy construction and railroad contractors or highway contractors as hereinafter defined when such work is done by employees of those contractors. Temporary work is defined as work installed as an integral part of the construction operation but which is removed at completion of the project. Heavy construction and railroad contractorsand highway contractors are derined as all general contractors as described in Section 2, Article I of Chapter II of the Code of Fair Competition for the Construction Industry, except those general contractors engaged in the work of constructing substantially in its entirety any structure intended for use for shelter, protection, comfort or convenience or modification thereof or addition or repair thereto."

3. "The term 'Plumbing Contracting Division' or 'Division' as used herein includes selling to consumers and/or repairing or installing, for profit or hire, all types of plumbing equipment and fixtures, including water supply systems or parts thereof, drainage systems or parts thereof, plumbing connections to air conditioning systems, air and gas piping, gas and gasoline piping, vacuum cleaning systems or parts thereof, such other piping and equipment as is commonly handled by Master Plumbers, and all other articles pertaining to plumbing."

4. "The term 'Plastering and Lathing Contracting Division' or 'this Division' as used herein means and includes the business of furnishing and contracting to furnish

labor and materials in the fabricating, mixing, applying, installing, altering or repairing of all plain or ornamental plastering used in construction projects regardless of the nature of the materials used or the structure to which it is applied, including the use of pigments and their incorporation in plastic materials used in simulation of other materials, and including all lathing and light iron furring, metal corner beads, metal base beads and appurtenances used to receive such plain or ornamental plastering, and including modeling, model making, and casting incidental to or in connection with the business of the Plastering and Lathing Contracting Division."

5. "(a) the term 'Tile Contracting Division' or 'this Division' as used herein means the contracting for the installation of tiles, mantels and accessories.

"(b) The term 'Tile' as used herein includes all kinds of glazed or unglazed products used for floor and wall surfacing which are made exclusively from clay and/or other ceramic materials and are burned in the course of manufacture and which in the case of glazed tile are composed of ceramic body and ceramic glaze.

"(c) The word 'accessories' means items set in conjunction with the tile work, such as soap dishes, grab rails, tumbler holders, shelf brackets, tooth brush holders, sponge holders, paper holders, towel bars, door stops, hooks, and such related articles in various colors, styles and combinations."

6. "The term 'Painting, Paperhanging and Decorating Division' or 'this Division' as used herein means the service of painting, woodfinishing, paperhanging and decorating and preparatory work incidental thereto, and such branches or subdivisions thereof as may from time to time be included under the provisions of this definition.

"(a) The service of painting and/or woodfinishing means the application of all paint, woodfinishing and painting materials of every description in and on all parts of new or old buildings and structures of every kind.

"(b) The services of paperhanging and/or decorating means the application and/or installation of wall papers, hanging and decorative materials of every kind or description applied directly to the surface in or on buildings of all kinds.

"(c) Home owners and householders, including farmers, shall not be deemed to be included within this definition in their performance individually or by their permanent servants or other help of like character on their home premises of any services described in this definition;

nor shall any such person, or any building owner or tenant, performing such services by his permanent employees and not for hire on or in buildings or structures owned or occupied by him be deemed to be included in this definition.

"The term 'permanent employees' as used in this paragraph of this definition means and includes any employees who is given regular and continuous employment for a period of not less than six (6) months.

"(d) Any individual, form of organization or enterprise, engaged in agricultural pursuits on his own or its own behalf, whil in the performance individually, or with members of any individual's family, or with his or its regular employees, of any activities in the construction of any project to be used as a direct and integral part of farm operations, which otherwise would be subject to the Code of Fair Competition for the Painting, Paperhanging and Decorating Division of the Construction Industry, shall not be deemed to be included within this definition. The term 'regular employee' as used in this paragraph of this definition means any employee whose regular and normal employment is confined to and is an integral part of such agricultural pursuits and includes individuals likewise engaged assisting in any such activities without pay from any such individual, form of organization or enterprise, in a cooperative endeavor.

"Painting, paperhanging or decorating incidental to highway construction including, but without limitation, the work involved in the construction of roads, streets, alleys, side walks, guard rails and fences, parkways, parking areas, airports, bridle paths, athletic fields, highway bridges, grade separations involving highways, light construction sewage and waterworks improvements, shall not be deemed as included in this definition."

B. HOURS

Maximum hours in twenty-nine of the agreements (*) were set at forty per week, eight hours per day, exclusive of the lunch hours,

---

(*) Nos. 1 and 2 under Tile Contracting
Nos. 1, 2 and 3 under Mason Contracting
Nos. 1, 2, 4 and 5 under Electrical Contracting
No. 1 under Plastering and Lathing
No. 2 under Plumbing Contracting
Nos. 1, 4, 7, 8, 10, 11, 12, 13, 16, 17, 18, 19, 20, 22, 23, 25, 28, and 29 under Painting and Paperhanging. No. 22, however, provided also for a thirty hour week for spray painting.

for not more than five days in any seven day period. The forty hour week, eight hour day provisions in two agreements (*) were varied by a provision that employees might work six days in any seven day period.

Under the provisions of eight of the agreements, (**) an employee was to work not more than seven hours in any day, nor more than five days in any seven or thirty-five hours per week.

One agreement (***) combined the forty hour and thirty-five hour week provisions by providing that during the months of April, May, June, July, August and September, not more than forty hours per week were to be worked, while thirty-five hours per week was the maximum set for the other six months of the year.

Three agreements (****) provided that no employee was to work in excess of thirty hours per week, six hours in any twenty-four hour period, or five days in any week. In addition, Agreement No. 22 under the Painting and Paperhanging Division provided for a thirty-hour week on spray painting although other employees subject to that agreement observed a forty-hour week.

Twenty-two agreements (*****) contained no provision concerning shifts.

Nine agreements (******) provided that more than one shift could be worked if permission were obtained from the regional committee, which was to be equally representative of members and employees in the region concerned and approved by the Construction Planning and Adjustment Board, established under Section 5, Article III, Chapter I of the Construction Code. Of these nine agreements,

---

(*) Nos. 3 and 24 under Painting and Paperhanging.

(**) No. 1 under Plumbing Contracting and Nos. 2, 5, 6, 9, 14, 21 and 26 under Painting and Paperhanging.

(***) No. 27 under Painting and Paperhanging.

(****) No. 3 under Electrical Contracting, No. 2 under Plastering and Lathing, and No. 15 under Painting and Paperhanging.

(*****) Nos. 2, 3, 4, 6, 8, 9, 10, 11, 12, 13, 15, 17, 19, 20, 24, 27 and 29 under Painting and Paperhanging; Nos. 4 and 5 under Electrical Contracting; No. 1 under Plastering and Lathing; and Nos. 1 and 2 under Plumbing Contracting.

(******) Nos. 5, 16, 18, 22, 23, 26 and 28 under Painting and Paperhanging; No. 2 under Tile Contracting and No. 2 under Plastering and Lathing.

the seven under the Painting and Paperhanging Division, listed in the footnote to this paragraph, contained the additional proviso that the hourly and daily maxima were to be observed on all shifts. Agreements No. 2 under the Tile Contracting Division provided that less than the maximum number of hours was to be worked on the second and third shifts but was to be counted as the maximum number. Agreement No. 2 under the Plastering and Lathing Division made no provisions as to observance or non-observance of maxima, but simply provided that the written permission granted by the regional committee should stipulate o'clock hours of shifts.

Three agreements (*) which did not require permission from the regional committee for shift operation provided, however, that hourly and weekly maxima were to be observed on all shifts.

Five agreements (**) provided that less than the maximum number of hours was to be worked where more than one or two shifts were worked, but such hours were to be counted as the maximum number.

One agreement (***) provided that shifts might be used for work which would "otherwise cause interfering concurrent operations" or could not be done with safety. A few agreements included such a proviso among others of more importance, such as the requirement of obtaining permission from the regional committee.

One agreement (****) provided that two or three shifts might be worked, irrespective of each other, if there were three or more consecutive work days for each shift.

Two agreements (*****) provided that three eight-hour shifts might be worked on operating and construction maintenance or repair work.

The remaining sections of Article II varied from agreement to agreement but for all practical purposes, the following may be considered typical provisions concerning holidays and exceptions from hour provisions previously set forth:

"Section 4. Holidays. No employee shall work or be permitted to to work on Saturdays after 6:00 A.M., Sundays, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, or on days upon which these holidays are celebrated, except as provided in Sections 5 and 7 hereof.

(*) Nos. 1, 21 and 25 under Painting and Paperhanging

(**) No. 14 under Painting and Paperhanging; No. 1 under Tile Contracting and Nos. 1, 2 and 3 under Mason Contracting.

(***) No. 7 under Painting and Paperhanging.

(****) No. 3 under Electrical Contracting.

(*****) Nos. 1 and 2 under Electrical Contracting.

"Section 5. Exceptions. Employees may work and may be permitted to work on the days excepted in Section 4 hereof, or outside regular hours, on work (1) that would otherwise cause interfering concurrent operations in or on the premises, or (2) that would interfere with safety to anyone; provided that in either case application for such exception shall be submitted by or on behalf of each member in the Region and his employees as desire the exception to a committee (which is equally representative of members in the Region and employees) approved by the Construction Planning and Adjustment Board, established under Section 5, Article III, of Chapter I of the Code of Fair Competition for the Construction Industry, or any duly authorized agency thereof, and provided further that permission to so work is given in writing by said committee.

"Nothing in this Section shall permit any employee working or being permitted to work in excess of the maxima provided in Section 1 hereof, nor shall any such exception be granted under this Section for a period of more than seven (7) consecutive days.

"The committee granting such permission shall establish uniform rules and regulations for so doing. The committee and its rules and regulations shall be subject to rules and regulations, including but without limitations uniform reasonable variations, as now or hereafter may be issued by the National Industrial Recovery Board, or any other agency having jurisdiction.

"No prosecution for violation of this Section shall be made unless the National Industrial Recovery Board or other authorized agency, shall find that conditions (1) and (2) did not exist or that the work was performed on days excepted in Section 4 hereof, or outside regular hours, and that the written permission hereinbefore specified was not obtained.

"Section 6. Employment by Others. No member in the Region shall knowingly permit any employee to work, and no employee shall work for any time which, when added to the time spent at work for another member in the Region or other members in the Region, or otherwise, exceeds the hourly, daily or weekly maxima permitted herein.

"Section 7. Emergencies. The provisions of the preceding sections of this Article are not applicable to emergency work involving protection of life or property."

C. WAGES

1. Mason Contractors Division.

Agreements 2 and 3 under this division provided that the rate of wages for bricklayers was to be not less than $1.25 per hour; for foremen $1.50 and $1.37½ per hour, respectively; and for helpers, under Agreement 3, $.87½ per hour. Agreement 1 set a wage of $1.50 per hour for bricklayers. All agreements in this division provided that twice the rate for regular hours was to be paid for overtime, i.e., any time spent working over eight hours in any day or on holidays, except that from 6 to 7½ hours worked on the second and third shifts were to be paid at the rate of 8 hours regular work.

2. Electrical Contracting Division.

Agreement 1 set a wage rate of $1.50 per hour for Class A journeymen and $1.00 for Class B journeymen, with foremen receiving not less than 6¼¢ per hour more than the rate of wages for the class of journeymen they were supervising. Agreement 3 provided a minimum wage of $1.20 per hour for journeymen, $1.35 for foremen; Agreements 2 and 5 set a minimum wage of $1.25 per hour for journeymen, with a minimum of 12½ percent more for foremen under Agreement 2 and not less than $1.37½ per hour for foremen under Agreement 5. Agreement 4 provided a minimum wage of $1.50 per hour for journeymen, with wages for foremen ranging from that to $1.87½ per hour depending upon the cost of the job.

The rates for apprentices for the first year were either to be by contract or 40 cents per hour; for the second year, from 50 to 70 cents per hour; third year, from 62½ to 80 cents per hour; fourth year, from 75 cents to $1.00 per hour. Agreement 1, however, provided rates as follows for apprentices; second year, one-third; third year, one-half; and fourth year, two-thirds the rate of wages of their class of journeymen.

The five agreements under this division provided that all work performed outside regular hours was to be compensated for at two times the rate for regular hours, except such work for which permission had been obtained from the regional committee to perform. Agreement 1 provided for payment of one and one-third times the regular rate on shut-down work while Agreement 5 provided for one and one-half times the regular rate on emergency work. For operating maintenance and repair work, Agreements 1 and 2 set an overtime rate of one and one-half for the first three hours over eight, and of twice the regular rate for all hours over eleven.

3. Plumbing Contracting Division.

Agreement 1 set a minimum wage rate of $1.14 2/7 per hour for journeymen; for apprentices, first year, $12.00 per week, second year, $14.00 per week; third year, $18.00 per week; fourth year, $20.00 per

week; and fifth year, $25.00 per week. All overtime was to be compensated for at two times the rate for regular hours, except on emergency work which was to be paid for at the regular rate unless occurring on holidays.

Agreement 2 set a minimum wage of $1.20 per hour for journeymen; for apprentices, 25%, 40%, 55%, 70% and 85% of the journeyman's wage respectively for the first, second, third, fourth and fifth years. All overtime was to be compensated for at one and one-half times the rate for regular hours.

4. Plastering and Lathing Contracting Division.

The minimum rates of wages set for the various types of employees in this division were as follows for Agreements 1 and 2, respectively: plasterers and lathers, $1.00 and $1.25 per hour; modelers, $1.50 and $2.00 per hour; model makers, $1.00 and $1.25 per hour; casters, 90 cents and $1.12½ per hour; plasters' tenders, $1.10 per hour (Agreement 2 only). Both agreements set wages for apprentices at 30%, 40%, 60% and 75% of journeymen's wages for the first, second, third and fourth years, respectively. Agreement 1 provided for overtime payment at twice the regular rate; Agreement 2, one and one-half times the regular rate.

5. Tile Contracting Division.

Agreement 1 set a minimum wage of $1.12½ per hour for journeymen; for helpers, 75 cents per hour; for apprentices, 40%, 60% and 75% of the journeyman wage rate for the first, second and third years, respectively. Agreement 2 set a minimum wage of $1.00 per hour for all of the region covered exept Allegheny County, Pennsylvania, and for that county, $1.25 per hour. Under both agreements, employees working on the second and third shifts were to be paid at the rate of eight hours' regular pay for seven hours' actual work. The overtime rate was one and one-half times the regular rate except on holidays, when twice the regular rate was to be paid.

6. Painting, Paperhanging and Decorating Division.

Agreement 24 set a minimum wage of 60 cents per hour; No. 12, 75 cents per hour. Agreement 25 provided a minimum wage rate of 82½ cents per hour with 87½ cents per hour for work after 7 p.m. Agreements 8, 19 and 20 set a minimum wage of 80 cents per hour; Agreement 1, rates of 80 and 85 cents in two zones of the region, with 10 cents more per hour in each case for night shifts. Agreement 3 provided a minimum wage of 80 cents per hour, with a rate of 92½ cents per hour on exterior swinging stage work of four stories or higher. Agreement 13 set a minimum rate of 85 cents per hour, with 95 cents per hour on swinging stage work over thirty-five feet from the ground; while Agreement 6 set a minimum of $1.00 per hour with $1.10 for swinging stage work.

Agreements 7 and 18 provided different minima for different periods during their life time; the former set a minimum rate of 75 cents per hour from its effective date of March 31, 1935, of 87½ cents from April 1 to June 30, 1935, with foremen receiving in each case 5 cents more per hour; the latter set a minimum of 60 cents per hour from its effective date to April 30, 1935, of 70 cents thereafter, with 12½ cents per hour for spraying machine work.

Agreement 2 provided for a wage rate of 90 cents per hour for painters and 86 cents per hour for paperhangers and decorators; from midnight to 8:30 a.m. on regular days of employment painters were to be paid $1.35 per hour; paperhangers and decorators, $1.29 per hour; before midnight on holidays painters were to receive $1.20 per hour; paperhangers and decorators, $1.15 per hour.

Agreement 9 provided for a minimum wage rate of 90 cents per hour; Agreements 4, 5, 10, 11, 21, 23 and 29, $1.00 per hour. Agreements 17 and 22 set a basic minimum wage of $1.00 per hour with $1.50 per hour under the former and $1.25 under the latter for spraying machine work.

Agreement 16 provided for several minima - $1.00 per hour on new construction or public work (public work not including that for borrowers from the Federal Housing Administration and the Home Owners Loan Corporation); 87½ cents per hour on old or repair work, excluding public work; $1.10 per hour for painting on structural steel; and $1.28 per hour for spraying machine work.

Agreement 26 set a minimum wage rate of $1.10 per hour.

Agreements 15, 27 and 28 set a basic minimum wage rate of $1.20 per hour; with provisions in No. 15 for $1.36 2/3 per hour for foremen, in No. 27 for $1.32½ per hour for spraying machine work, and in No. 28 for $1.25 per hour for grainers.

Agreement 14 provided for minima of $1.28-4/7 per hour for painters and of $1.50 per hour for paperhangers and decorators.

Agreements 2, 3, 5, 9, 10, 11, 12 and 20 contained no provisions concerning apprentices.

Below are set forth the weekly wage rates or the percentages of journeymen's wages in six-month periods which were paid to apprentices under eight of the agreements in the Painting and Paperhanging Division:

Agreement Number	First 6 mos.	Second 6 mos.	Third 6 mos.	Fourth 6 mos.	Fifth 6 mos.	Sixth 6 mos.
1	$12.00	$15.00	$18.00	$21.00	$22.00	$23.00
19	12.00	15.00	18.00	21.00	22.00	23.00
7	12.00	14.00	16.00	18.00	18.00	18.00
18	50%	55%	60%	65%	70%	75%
23	25%	35%	45%	55%	65%	75%
27	25%	35%	45%	55%	65%	75
29	40%	45%	50%	55%	60%	70
13	30%	35%	40%	45%	50%	55% (*)

(*) For the seventh and eighth six month periods, the percentages of journeymen's wages paid apprentices under Agreement 13 were 65 and 80 respectively.

The percentage of journeymen's wages, or the daily, hourly or weekly wage rates paid apprentices under ten other agreements in this division are below set forth in yearly periods:

Agreement Number	First Year	Second Year	Third Year	Fourth Year
4	35%	45%	55%	70%
6	40%	50%	65%	80%
8	One-half	two-thirds	three-fourths	
14	35%	45%	55%	65% thereafter 100%
16	$3.00	$4.00	$5.00	per day
17	40%	55%	75%	
24	30¢	40¢	50¢	per hour
25	40%	60%	80%	
26	25%	50%	75%	
28	$15.00	$27.00	$35.00	per week

Agreement 15 contained the following provisions for apprentices' wages: for the first 3 months, 30 cents per hour; for the second 3 months, 33-1/3 cents per hour; for the next 6 months, 42 cents per hour; for the second year, 60 cents per hour; and for the third year, 75 cents per hour.

Agreement 21 provided that the starting wage for apprentices was to be 36% of Journeymen's wages; after 6 months, 43%; after 1 year, 50%; after 1 year and 6 months, 55%; after 2 years, 64%; after 2 years and 6 months, 71%; after 3 years, 79%; after 3 years and 6 months, 86%; after 4 years, 93%; after 4 years and 6 months, 100%.

Agreement 22 set the following scale of percentages(based on $1.00 per hour for journeymen) for wages to apprentices: first 6 months, 35%; second six months, 40%; third 6 months, 45%; fourth 6 months, 50%; fifth and sixth 6 months, 55%; seventh 6 months, 60%; eighth 6 months, 65%; after the fourth year, 100%.

As to overtime, Agreements 2, 3 and 24 contained no provisions. Agreement 8 provided that one and one-fourth times the regular rate was to be paid for all overtime. Agreements 6, 7, 9, 11, 12, 13, 16, 17, 18, 19, 20, 23, 25 and 26 provided that time and one-half be paid for overtime, while Agreements 1, 4, 5, 14, 22 and 28 set an overtime rate of twice the regular rate.

Agreement 10 provided that twice the regular rate be paid for work on Sunday, one and one-half times the regular rate for work outside regular hours and on holidays, and one and one-fourth times the regular rate for work for which permission was obtained to perform from the regional committee.

Agreement 15 provided that one and one-half times the regular rate be paid for overtime between 4 p.m. midnight and on Sundays and twice the regular rate for overtime between midnight and 9 a.m. and on holidays.

Agreements 21 and 29 provided that one and one-half times the regular rate be paid for all work outside regular hours, except for work on holidays for which twice the regular rate was paid.

Agreement 27 provided that overtime between 6 p.m. Saturday and 8 a.m. Monday was to be paid for at twice the regular rate, all other overtime at one and one-half times the regular rate, except that overtime during the months of January, February, and March on the interiors of old, occupied business places was to be compensated at the regular rate.

D. CONDITIONS OF EMPLOYMENT

All of the area agreements under the Construction Code contained provisions governing the safety and health of employees. Some of the agreements stipulated in detail the precautions to be observed in protecting employees in the various phases of their work, while others simply required that each employing member was to provide for the safety of his employees "by at least complying with all federal, state and municipal laws and ordinances and applicable NRA code provisions in the performance of any project in the region."

In addition to provisions concerning safety and health, each agreement set forth requirements, of which the following are typical, in the article entitled "conditions of employment":

"Contracting. No member in the region shall directly or indirectly or by any subterfuge sublet solely the labor services required by any contract secured by such member. No member in the region shall avoid or evade the labor provisions of this agreement by contracting his work to any person or persons subject to labor provisions less stringent than those provided in this agreement."

* * * * * * * * * *

"Complaints. No member in the region shall dismiss any employee for making a complaint or giving evidence with respect to an alleged violation of any provision of this agreement or of any code of fair competition approved under Title I of the National Industrial Recovery Act."

* * * * * * * * *

"Rebates. Members in the region, employees, or their agents, shall not accept or give, directly or indirectly, any rebates on wages."

"Laws. No provision of this agreement shall supersede any state or federal law which imposes more stringent requirements as to the standards of hours of labor, rates of pay, and other conditions of employment provided by this Agreement."

E. OTHER PROVISIONS

The remaining articles of all agreements set forth the mandatory provisions of Section 7(a) and 10(b) of the Act, the right of amendment, and a general provision concerning handling of violations. The following are typical articles concluding the agreements:

"Bargaining

"Employees shall have the right to organize and bargain collectively through representatives of their own choosing and shall be free from the interference, restraint or coercion of their employers or their agents in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; and no employee and no one seeking employment shall be required as a condition of employment to join any company

union or to refrain from joining, organizing or assisting a labor organization of his own choosing; and members in the region shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment, approved or prescribed by the President."

"Presidential Power

"This agreement and all the provisions thereof are expressly made subject to the right of the President, in accordance with the provisions of subsection (b) of Section 10 of the Act, from time to time to cancel or modify any order, approval, license, rule or regulation issued under Title I of the Act and specifically, but without limitation, to the right of the President to cancel or modify his approval of this Agreement, or any conditions imposed by him upon such approval."

"Amendment

"The provisions of this agreement, except as to provisions required by the Act, may be amended on the basis of experience or change in circumstances, such amendment to be based upon application to the President, and such notice and hearing as he shall specify and to become effective on his approval."

"Violations

"Any complaints of violations of this agreement shall be subject to investigation by the National Industrial Recovery Board or such Board or Boards as are established by the National Industrial Recovery Board for that purpose for the Division defined herein pursuant to the provisions of Section 1, Article III of the Code of Fair Competition for the Construction Industry."

APPENDIX I

NON-SUSPENDED PROVISIONS OF THE CODE OF FAIR COMPETITION FOR THE CLEANING AND DYEING TRADE AS APPROVED ON NOVEMBER 8, 1933

ARTICLE I

PURPOSE

To effecturate the policies of Title I of the National Industrial Recovery Act the following provisions (Schedule A) are established as a Code of Fair Competition for the Cleaning and Dyeing Trade, and shall be the standard of fair competition for such trade and shall be binding upon every member thereof.

ARTICLE II

DEFINITIONS

1. The term "cleaning and dyeing trade" as used herein includes all cleaning and dyeing establishments.

2. The term "cleaning and dyeing establishment" as used herein includes any place or vehicle where the service of drycleaning, wet-cleaning as a process incidental to drycleaning, dyeing, spotting, and/or finishing any fabric is rendered for hire, or is sold, resold, or offered for sale or resale. The term does not, however, include establishments where any such service is performed solely in the course of the original manufacture of fabrics.

3. The term "fabric" as used herein means any article of wearing apparel (including hats), household furnishing, textile, fur and leather.

4. The term "drycleaning" as used herein means the process of cleaning fabrics by immersion and agitation, or by immersion only, in volatile solvents (including, but not by way of limitation, solvents of the petroleum distillate type, the coal tar distillate type, and the chlorinated hydrocarbon type) and processes incidental thereto (including, but without limitation, spotting, wetcleaning, and finishing).

5. The term "spotting" as used herein means the process designed to remove spots or stains which remain in a fabric after it has been subjected to the other processes of drycleaning.

6. The term "finishing" as used herein means the process of pressing and/or reshaping any fabric, which is designed to restore as nearly as possible the shape, dimensions, and contour of said fabric.

7. The term "cleaning plant" as used herein includes any cleaning and dyeing establishment equipped to perform drycleaning.

8. The term "retail outlet" as used herein includes any cleaning and dyeing establishment where drycleaning is sold, or offered for sale, directly to the consumer; the term "retailer" means any member of the cleaning and dyeing trade by and/or for whom a retail outlet is operated.

9. The term "member of the cleaning and dyeing trade" as used herein includes anyone engaged in the operation of a cleaning and dyeing establishment as above defined either as an employer or in his own behalf.

10. The term "employee" as used herein includes anyone engaged in the cleaning and dyeing trade, in any capacity, receiving compensation for his services, irrespective of the method of payment of such compensation.

(a) The term "plant employee" as used herein includes any employee working in a cleaning plant who is actually engaged in drycleaning and/or dyeing or any of the processes incidental thereto and/or is engaged in the maintenance of said plant (including, but without limitation, engineers, firemen, maintenance employees, and watchmen).

(b) The term "clerk" as used herein includes any employee working in the office of a cleaning and dyeing establishment who is engaged in work of a clerical, accounting, sales, or service character.

(c) The term "route salesmen" as used herein includes anyone employed by a member of the cleaning and dyeing trade on a salary and/or commission basis to solicit the sale of the dry-cleaning service of such member, call for fabrics to be dry-cleaned and/or to deliver such fabrics, and/or to collect payment.

(d) The term "executive" as used herein includes any employee responsible for the management of a business or of a recognized subdivision thereof.

(e) The term "watchman" as used herein includes any employee engaged primarily in safeguarding the premises and property of a cleaning and dyeing establishment.

11. The term "employer" as used herein includes anyone by whom such employee is compensated or employed.

12. Population, for the purposes of this Code, shall be determined by reference to the Fifteenth Census of the United States (U.S. Department of Commerce, Bureau of Census, 1930).

13. The terms "President", "Act", and "Board", as used herein mean, respectively, the President of the United States, the National Industrial Recovery Act, and the National Industrial Recovery Board.

ARTICLE III

HOURS

1. Except as hereinafter expressly stipulated otherwise —

(a) No engineer, fireman, and/or maintenance employee shall be permitted to work in excess of 48 hours in any one week.

(b) No clerk employed by any retailer shall be permitted to work in excess of 48 hours in any one week.

(c) No route salesmen in cities of a population of 25,000 or more shall be permitted to work in excess of 48 hours in any one week. No route salesman in cities or towns of less than a population of 25,000 shall be permitted to work more than six (6) hours per week in excess of 48 hours.

(d) No other employee shall be permitted to work in excess of 48 hours in any one week.

2. The maximum hours fixed in the foregoing Section shall not apply to

(a) Watchmen.

(b) Executives receiving a salary of $30 or more per week, including employers.

(c) Employees on emergency maintenance, or emergency repair work involving breakdowns, or protection of life or of property, but in any such special case at least 1-1/3 times the normal rate sahll be paid for hours worked in excess of the maximum hours herein provided.

3. The maximum hours fixed in paragraphs (a) and (d) of Section 1 of this Article shall not apply during peak periods to consist of not more than nine (9) weeks prior to December 31, 1933, and of not more than nine (9) weeks in any six (6) months' period thereafter, provided, however, that in any six (6) months' period the average weekly hours of labor for employees covered in said paragraphs shall in no event exceed the maximum weekly hours prescribed in said paragraphs. During such peak periods no employee covered in said paragraph (a) shall be permitted to work in excess of fifty-three (53) hours in any one week, and no employee covered in said paragraph (d) shall be permitted to work in excess of forty-five (45) hours in any one week. The provisions of this Section shall not apply where, by reason of the existence of unutilized equipment in such plant and competent personnel for employment, no hardship would be imposed on an employer by compliance with said paragraphs (a) and (d).

4. No employee shall be permitted to work more than six (6) days in any seven (7) day period.

5. Notwithstanding the exemptions from maximum hours provided by Section 2 (b) of this Article, such exemptions shall not, in any case apply to more than one worker (in addition to those covered by paragraphs (a) and (c) of Section 2 of this Article) for every five (5) workers or fraction thereof. For the purpose of this Section, the work "worker" shall be deemed to include employers, executives, and persons not receiving monetary wages, when such persons are actually engaged in drycleaning and/or dyeing or any of the processes incidental thereto.

ARTICLE IV

WAGES

1. For the purpose of prescribing proper standards as to minimum rates of pay, the United States is divided into two (2) areas: (1) The Southern area, which shall include the states of Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee, and (2) the Northern area, which shall include the remainder of the United States, its territories, colonies, and possessions.

2. No plant employee shall be paid at less than the following rates per hour:

IN THE NORTHERN AREA

	PER HOUR
Zone 1 - Cities over 500,000 population and their local trade areas	$0.33
Zone 2 - Cities between 100,000 and 500,000 population, not covered by Zone 1, and their local trade areas	.30
Zone 3 - Cities of less than 100,000 population, not covered by Zones 1 and 2, and their local trade areas	.27

IN THE SOUTHERN AREA

The entire area	.20

3. No other employee shall be paid at less than the following rates per week:

IN THE NORTHERN AREA

	PER WEEK
Zone 1 - Cities over 500,000 population and their local trade areas	$14.00
Zone 2 - Cities between 100,000 and 500,000 population not covered by Zone 1, and their local trade areas	13.50
Zone 3 - Cities of less than 100,000 population, not covered by Zones 1 and 2, and their local trade areas	13.00

IN THE SOUTHERN AREA

PER WEEK

Zone 1 - Cities over 500,000 population and their local trade areas - $13.00

Zone 2 - Cities between 100,000 and 500,000 population, not covered by Zone 1, and their local trade areas - 12.50

Zone 3 - Cities of less than 100,000 population, not covered by Zones 1 and 2, and their local trade areas 12.00

4. Sections 2 and 3 of this Article establish minimum rates of pay regardless of whether an employee is compensated on a time rate, piecework, or other basis. These minimum rates of pay shall apply to common labor or other totally unskilled labor.

5. No employee whose full-time weekly hours are reduced by reason of the provisions of Article III of this Code by less than twenty percent (20%) shall have his or her full-time weekly earnings reduced. No employee whose full-time weekly hours are reduced by reason of the provisions of Article III of this Code, in excess of twenty percent (20%) shall have his or her said earnings reduced by more than fifty percent (50%) of the amount calculated by multiplying the reduction in hours by the hourly rate.

6. The wages and rates of pay of employees receiving more than the minimum wages and rates hereinabove prescribed shall be readjusted so as to preserve equitable differentials.

7. Female employees performing substantially the same work as male employees shall receive the same rate of pay as male employees.

8. No deduction from wages shall be made or permitted for the housing and/or boarding of any employee within a cleaning and dyeing establishment.

ARTICLE V

GENERAL LABOR PROVISIONS

1. No person under 17 years of age shall be employed in the trade. In any state an employer shall be deemed to have complied with this provision if he shall have on file a certificate duly issued by the authority empowered to issue employment certificates, showing that the employee is of the required age.

2. Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

3. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

4. Employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment, approved or prescribed by the President.

5. Within each State this Code shall not supersede any laws of such State imposing more stringent requirements, regulating the ages of employees, wages, hours of work, or health, fire, or general working conditions than under this Code.

6. Employers shall not reclassify employees or duties of occupations performed by employees so as to defeat the purposes of the Act.

7. Each employer shall post in conspicuous places full copies of this Code.

8. Coercion of employees to purchase stock of an employer's company as a condition to obtaining payment of past-due wages or for any purpose designated to substitute such purchase in whole or in part for full payment of wages.

ARTICLE VI

MONOPOLIES

No provisions of this Code shall be so applied as to permit monopolistic practices, or to eliminate, oppress, or discriminate against small enterprises.

ARTICLE VII

MODIFICATION

The President may from time to time cancel or modify any order, approval, license, rule, or regulation issued under the Act.

ARTICLE VIII

EFFECTIVE DATE

The effective date of this Code shall be the second Monday after the approval by the President.

APPENDIX II

NON-SUSPENDED PROVISIONS OF THE CODE OF FAIR COMPETITION FOR THE SHOE REBUILDING TRADE

AS APPROVED ON MARCH 27, 1934

ARTICLE I

PURPOSE

To effectuate the policies of Title I of the National Industrial Recovery Act, the following provisions (Schedule A) are established as a Code of Fair Competition for the Shoe Rebuilding Trade, and shall be the standards of Fair Competition for such Trade and shall be binding upon every member thereof.

ARTICLE II

DEFINITIONS

1. The term "Shoe Rebuilding Trade", as used herein, means the repairing, rebuilding, and remodeling of any and all kinds of footwear and the performance of all work incidental thereto.

2. The term "member of the Trade", as used herein, means any individual, partnership, association, corporation, or other entity engaged in the Trade, either as an employer or on his or its own behalf.

3. The term "employer", as used herein, means anyone by whom any employee is compensated or employed.

4. The term "employee", as used herein, means any and every person engaged in the Trade in any capacity who receives compensation for his services, irrespective of the nature or method of payment of such compensation, except a member of the Trade.

(a) The term "shoe rebuilder", as used herein, means any person engaged in the rebuilding of footwear.

(b) The term "executive", as used herein, means any employee solely responsible for the management of a business or of a recognized subdivision thereof.

(c) The term "bootblack", as used herein, means any person solely engaged in cleaning and polishing shoes and kindred personal services.

5. The terms "President", "Act", and "Board", as used herein, means respectively the President of the United States, Title I of the National Industrial Recovery Act, and the National Industrial Recovery Board.

6. Population for the purpose of this Code shall be determined by reference to the 1930 Federal Census.

ARTICLE III

HOURS

1. No employee shall be permitted to work in excess of forty-eight (48) hours in any one week or eight (8) hours in any twenty-four (24) hour period beginning at midnight, except on Saturdays and days preceding legal holidays, in which event employees may be permitted to work not more than ten (10) hours.

(a) The maximum hours fixed in the foregoing paragraph shall not apply to executives who are regularly paid a salary of $35.00 or more per week in cities of 500,000 population or more and their trade areas, or $32.50 or more per week in cities between 100,000 and 500,000 population and their trade areas, or $30,00 or more per week in cities of less than 100,000 population and their trade areas.

2. Notwithstanding the exemptions from maximum hours provided by section 1 (a) of this Article, such exemption shall not in any case apply to more than one worker to every ten (10) workers or major fraction thereof, provided that any shop may have at least one such worker. For the purpose of this section, the word "worker" shall be deemed to include employees, employers, owners, managers, and persons not receiving monetary wages, when such persons are actually engaged in any work other than of an exclusively managerial or supervisory character.

3. No employee shall be permitted to work more than six days in any seven day period.

4. No employer shall knowingly permit any employee to work for any time which when totaled with that already performed with another employer or employers, exceeds the maximum permitted herein.

ARTICLE IV

MINIMUM WAGE

1. No shoe rebuilder shall be paid at less than the following rates:

		Per Week
Zone 1:	Cities of 500,000 population or more and their trade areas	$20.00
Zone 2:	Cities of between 100,000 and 500,000 population, not covered by Zone 1, and their trade areas.....	17.00

Zone 3: Cities of less than 100,000 population, not covered by Zone 1 and 2, and their trade areas..... $15.00

2. No other employee, except bootblacks, shall be paid at less than the following rates:

	Per Week
Zone 1: Cities of 500,000 population or more and their trade areas.....	$15.00
Zone 2: Cities of between 100,000 and 500,000 population, not covered by Zone 1 and their trade areas.....	14.00
Zone 3: Cities of less than 100,000 population, not covered by Zones 1 and 2, and their trade areas.....	13.50

3. No bootblack shall be paid at less than the rate of $6.00 per week in addition to any tips or other gratuities received.

4. This Article establishes minimum rates of pay which shall apply regardless of whether an employee is actually compensated on a time rate, piece work, or other basis.

5. No member of the Trade, by reason of the adoption of this Code, shall reduce an employee's total weekly compensation (based on the four-week period to June 16, 1933), whether based on an hourly, weekly, or other rate, notwithstanding the fact that the hours of work of such employee may be reduced hereunder.

6. No part-time employee shall be paid at less than the rate of fifty cents (50¢) per hour.

7. Femal employees performing substantially the same work as male employees shall receive the same rate of pay as male employees.

8. Employers shall make payment of all wages and salaries due in lawful currency or by negotiable check therefor payable on demand. Wages and salaries shall be exempt from any payments or charges whatsoever other than those voluntarily paid by the employee or required by law. Employers shall agree with employees not to withhold wages or salaries, and to pay wages at least at the end of every two weeks' period, and salaries at least at the end of every month.

The employer or his agent shall accept no rebates directly or indirectly on such wages or give anything of value or extend favors to any person for the purpose of influencing rates of wages or the working conditions of his employees.

ARTICLE V

GENERAL LABOR PROVISIONS

1. No person under 17 years of age shall be employed in the Trade except bootblacks, who may be employed if 16 years of age or over. In any State an employer shall be deemed to have complied with this provision if he shall have on file a certificate or permit signed by the

authority in such state empowered to issue employment certificates or permits, showing that the employee is of the required age.

2. Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interferences, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

3. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

4. Employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment approved or prescribed by the President.

5. Within each State this Code shall not supersede any laws of such State imposing more stringent requirements regulating the ages of employees, wages, hours of work, or safety, health, or general working conditions than are imposed under this Code.

6. Employers shall not reclassify employees or duties of occupations performed by employees, or engage in any other subterfuge, so as to defeat the purposes of the Act or of this Code.

7. Each employer shall post and keep posted in ten-point type or larger a complete copy of this Code and the name and address of the nearest official place where code violations may be reported, in English and such other languages as the employees may need to understand it, in conspicuous places readily accessible to the employees.

8. An employee shall be paid at least his full rate of pay for all time required to be spent at the place of employment or in connection with the discharge of duties of such employment.

9. No employer shall contract his work to any person to be done except when such person is subject to the provisions of this Code or the Code adopted for the trade or industry covering such work.

10. It is not the intention of this Code to modify established practices or privileges as to vacation periods or sick leave.

11. No employee shall be dismissed by reason of making a complaint or giving evidence with respect to a violation of this Code.

12. Every employer shall make reasonable provision for the safety and health of his employees at the place and during the hours of their employment.

ARTICLE VI

MONOPOLIES

No provision of this Code shall be so applied as to permit monopolies or monopolistic practices, or to eliminate, oppress, or discriminate against enterprise.

ARTICLE VII

MODIFICATION

1. This Code and all the provisions thereof are expressly made subject to the right of the President, in accordance with the provisions of subsection (b) of section 10 of the National Industrial Recovery Act, from time to time cancel or modify any order, approval, license, rule, or regulation, issued under Title I of said Act and specifically, but without limitation, to the right of the President to cancel or modify his approval of this Code or any conditions imposed by him upon his approval thereof.

2. This Code, except as to provisions required by the Act, may be modified on the basis of experience or changes in circumstances, such modifications to be based upon application to the Board and such notice and hearing as it shall specify, and to become effective on approval of the Board.

ARTICLE VIII

EFFECTIVE DATE

The effective date of this Code shall be the second Monday after approval by the President.

APPENDIX III

Administrative Order No. X - 80

APPROVING ONE FORM OF ADMINISTRATOR'S TERRITORIAL COOPERATION AGREEMENT.

Being empowered by Executive Order No. 6750-A, dated June 27, 1934, to enter into agreements pursuant to Section 4 (a) of the National Industrial Recovery Act with persons engaged in trade or industry in Puerto Rico or in the Territories of Hawaii and Alaska, and having in Office Order No. 102, dated July 14, 1934, indicated a desire to approve the form of agreement to be entered into pursuant to Administrative Order No. X-60, dated July 2, 1934;

NOW THEREFORE. I aporove the form of Administrator's Territorial Cooperation Agreement which is attached hereto and marked by me as "Exhibit A".

(Signed)

HUGH S. JOHNSON,
Administrator for Industrial Recovery.

Approval Recommended:

Linton M. Collins,
Acting Division Administrator.

Washington, D. C.

August 27, 1934.

EXHIBIT "A"

ADMINISTRATOR'S TERRITORIAL COOPERATION AGREEMENT

(Authorized by Section 4 (a) of the National Industrial Recovery Act, and Executive Order of June 27, 1934.)

The undersigned hereby agrees with the Administrator for Industrial Recovery as follows:

(1) This Agreement shall become effective upon approval thereof by the Administrator, and shall be and remain in effect until: (a) A separate code, or modification of mainland code, for the Territory, to which the undersigned is subject, has been approved by the President; or (b) The Deputy Administrator for the Territory of _____ shall order its termination; or (c) In any event, not later than June 15,1935.

(2) The term "employee" as used herein includes any and all persons engaged in the trade/industry of the undersigned however compensated.

(3) No employee shall be permitted to work in excess of _____ hours in any one week, or _____ hours in any one day, except for _____ weeks in any calendar year, any employee may be permitted to work not more than _____ hours per week, or _____ hours per day. However, before undertaking to work any employees for the _____ hours per week, or _____ hours per day, permitted in the above exception, the undersigned will notify the Deputy Administrator for _____ by letter addressed to him at _____ of the intention to work employees for such period during specified weeks. All hours in excess of _____ per day or _____ per week shall be paid for at not less than one and _____ times the employee's regular rate of pay.

(4) The provisions of Paragraph 3 shall not apply to employees engaged in emergency maintenance or emergency repair work involving breakdown or the protection of life or property, nor to persons employed in a managerial or executive capacity who earn regularly _____ dollars per week or more; provided, however, that employees engaged in such emergency maintenance and emergency repair work shall be paid at one and _____ times their normal rate for all hours worked in excess of _____ hours per week.

(5) No employee shall be paid in any pay period less than at the rate of _____ per week for _____ hours of labor. It is agreed that this paragraph establishes a guaranteed minimum rate of pay regardless of whether the employee is compensated on the basis of time rate or on a piece-work performance.

(6) Not to make any reduction in the full-time weekly earnings of any employee whose normal full-time weekly hours are reduced by_____ per cent, or less, below those existing for the four weeks ending_____. When the normal full-time weekly hours of an employee are reduced by more than said per cent, the full-time weekly wage of such employee shall not be reduced by more than one-half of the percentage of hour reduction above said per cent. In no event shall hourly rates of pay be reduced, irrespective of whether compensation is actually paid on an hourly, weekly or other basis, nor shall any wages be at less than the minimum wages herein provided. Within_____days of the date hereof, (unless such adjustment has been made theretofore) the undersigned shall adjust the schedules of wages of his employees in such an equitable manner as will conform to the provisions hereinabove set forth, and still preserve wage differentials reasonably proportionate to those in effect prior to the date of this Agreement.

(7) No person under sixteen (16) years of age shall be employed by the undersigned in any capacity. No person under eighteen (18) years of age shall be employed at operations or at occupations which are hazardous in nature or are dangerous to health. The undersigned shall submit to the Deputy Administrator for_____for approval before _____ 1934, a list of such operations or occupations, if any. The undersigned shall be deemed to have complied with this provision as to age if he shall have on file a valid certificate or permit duly signed by the authority in such territory or possession empowered to issue employment or age certificates or permits showing that the employee is of the required age.

(8) Learners or apprentices, not to exceed one in_____of the total number of employees, may be employed by the undersigned and shall be paid not less than_____% of the minimum wage herein provided for during the first_____weeks of their employment in the trade or industry, and not less than_____% of the minimum wage during the second _____weeks of such employment. The undersigned will not knowingly employ as a learner or apprentice any person who has been employed in the trade or industry except for the remainder of the period of the _____weeks training which has not already been served.

(9) A person whose earning capacity is limited because of age, physical, or mental handicap, or other infirmity, may be employed on light work at a wage below the minimum established by this Code, of the undersigned obtains from the proper authority designated by the United States Department of Labor, a certificate authorizing such person's employment at such wages and for such hours as shall be stated in the certificate. The undersigned shall file monthly with the Code Authority a list of all such persons employed by him, showing the wages paid to, and the maximum hours of work for such employee.

(10) To make reasonable provisions for the safety and health of his employees at the place and during the hours of their employment.

(11) Not to use any subterfuge to frustrate the spirit and intent of this Agreement which is among other things, to increase employment by this covenant, to remove obstructions to commerce, and to shorten hours and to raise wages for the shorter week to a living basis.

(12) Whereas the policy of the Act to increase real purchasing power will be made impossible of consummation if prices of goods and services increase as rapidly as wages, it is recognized that price increases should be delayed and that when made, the same should, so far as reasonably possible, be limited to actual increases in the seller's costs.

(13) To support and patronize establishments which have also signed an Administrator's Territorial Cooperation Agreement or are operating under an approved Code.

(14) To display official copies of this Agreement or of the provisions hereof with respect to hours of labor, rates of pay, and other conditions of employment, and to see that such official copies are posted conspicuously and in sufficient number so that all employees may freely and conveniently read the same.

(15) That he will not dismiss or demote any employee for making a complaint or giving evidence with respect to an alleged violation of the provisions of the National Industrial Recovery Act, or an approved Code of Fair Competition, or of this and other Agreements of the same nature.

(16) Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

(17) No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing, or assisting a labor organization of his own choosing.

(18) The undersigned shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment approved or prescribed by the President.

(19) This Agreement is not intended and will not be permitted to promote monopolies or to eliminate or oppress small enterprises and will not be permitted to operate in a discriminatory manner against them but is intended to effectuate the policy of Title I of the National Industrial Recovery Act.

(20) This Agreement and all the provisions thereof are expressly made subject to the right of the President, pursuant to Section 10(b) of the National Industrial Recovery Act, to cancel or modify the approval given to this Agreement.

(21) It is understood by the undersigned that the President may rule or regulation prescribe that all of the provisions of this Agreement shall be observed, in which event the undersigned in violating this Agreement may become subject to punishment by a fine of not to exceed five hundred ($500) dollars and imprisonment of not to exceed six (6) months or both.

(22) The undersigned further understands that in all cases where an exemption has been conditioned upon the making of this Agreement any breach of said Agreement by the undersigned may operate forthwith to terminate both this Agreement and such exemption, and that the undersigned immediately may become subject to the applicable Code of Fair Competition.

Date_____1934.

(Signed here)_____
(Name)

_____
(Official Position)

_____
(Firm and corporation name)

_____
(Industry or trade)

_____
(Number of employees at the date of signing)

_____
(Street)

_____
(Town or city)

_____
(State)

The Administrator for Industry Recovery

_____

Washington, D. C.
Date:_____
(To be signed in duplicate - a copy when approved and signed by the Administrator will be returned.)

OFFICE OF THE NATIONAL RECOVERY ADMINISTRATION
THE DIVISION OF REVIEW

THE WORK OF THE DIVISION OF REVIEW

Executive Order No. 7075, dated June 15, 1935, established the Division of Review of the National Recovery Administration. The pertinent part of the Executive Order reads thus:

> The Division of Review shall assemble, analyze, and report upon the statistical information and records of experience of the operations of the various trades and industries heretofore subject to codes of fair competition, shall study the effects of such codes upon trade, industrial and labor conditions in general, and other related matters, shall make available for the protection and promotion of the public interest an adequate review of the effects of the Administration of Title I of the National Industrial Recovery Act, and the principles and policies put into effect thereunder, and shall otherwise aid the President in carrying out his functions under the said Title. I hereby appoint Leon C. Marshall, Director of the Division of Review.

The study sections set up in the Division of Review covered these areas: industry studies, foreign trade studies, labor studies, trade practice studies, statistical studies, legal studies, administration studies, miscellaneous studies, and the writing of code histories. The materials which were produced by these sections are indicated below.

Except for the Code Histories, all items mentioned below are scheduled to be in mimeographed form by April 1, 1936.

THE CODE HISTORIES

The Code Histories are documented accounts of the formation and administration of the codes. They contain the definition of the industry and the principal products thereof; the classes of members in the industry; the history of code formation including an account of the sponsoring organizations, the conferences, negotiations and hearings which were held, and the activities in connection with obtaining approval of the code; the history of the administration of the code, covering the organization and operation of the code authority. the difficulties encountered in administration, the extent of compliance or non-compliance, and the general success or lack of success of the code; and an analysis of the operation of code provisions dealing with wages, hours, trade practices, and other provisions. These and other matters are canvassed not only in terms of the materials to be found in the files, but also in terms of the experiences of the deputies and others concerned with code formation and administration.

The Code Histories, (including histories of certain NRA units or agencies) are not mimeographed. They are to be turned over to the Department of Commerce in typewritten form. All told, approximately eight hundred and fifty (850) histories will be completed. This number includes all of the approved codes and some of the unapproved codes. (In Work Materials No 18, Contents of Code Histries, will be found the outline which governed the preparation of Code Histories.)

(In the case of all approved codes and also in the case of some codes not carried to final approval, there are in NRA files further materials on industries. Particularly worthy of mention are the Volumes I, II and III which constitute the material officially submitted to the President in support of the recommendation for approval of each code. These volumes

set forth the origination of the code, the sponsoring group, the evidence advanced to support the proposal, the report of the Division of Research and Planning on the industry, the recommendations of the various Advisory Boards, certain types of official correspondence, the transcript of the formal hearing, and other pertinent matter. There is also much official information relating to amendments, interpretations, exemptions, and other rulings. The materials mentioned in this paragraph were of course not a part of the work of the Division of Review.)

THE WORK MATERIALS SERIES

In the work of the Division of Review a considerable number of studies and compilations of data (other than those noted below in the Evidence Studies Series and the Statistical Material Series) have been made. These are listed below, grouped according to the character of the material. (In Work Materials No. 17, Tentative Outlines and Summaries of Studies in Process, these materials are fully described).

Industry Studies

Automobile Industry, An Economic Survey of
Bituminous Coal Industry under Free Competition and Code Regulation, Economic Survey of
Electrical Manufacturing Industry, The
Fertilizer Industry, The
Fishery Industry and the Fishery Codes
Fishermen and Fishing Craft, Earnings of
Foreign Trade under the National Industrial Recovery Act
  Part A - Competitive Position of the United States in International Trade 1927-29 through 1934.
  Part B - Section 3 (e) of NIRA and its administration.
  Part C - Imports and Importing under NRA Codes.
  Part D - Exports and Exporting under NRA Codes.
Forest Products Industries, Foreign Trade Study of the
Iron and Steel Industry, The
Knitting Industries, The
Leather and Shoe Industries, The
Lumber and Timber Products Industry, Economic Problems of the
Men's Clothing Industry, The
Millinery Industry, The
Motion Picture Industry, The
Migration of Industry, The: The Shift of Twenty-Five Needle Trades From New York State, 1926 to 1934
National Labor Income by Months, 1929-35
Paper Industry, The
Production, Prices, Employment and Payrolls in Industry, Agriculture and Railway Transportation, January 1923, to date
Retail Trades Study, The
Rubber Industry Study, The
Textile Industry in the United Kingdom, France, Germany, Italy, and Japan
Textile Yarns and Fabrics
Tobacco Industry, The
Wholesale Trades Study, The
Women's Neckwear and Scarf Industry, Financial and Labor Data on

Women's Apparel Industry, Some Aspects of the

Trade Practice Studies

Commodities, Information Concerning: A Study of NRA and Related Experiences in Control
Distribution, Manufacturers' Control of: Trade Practice Provisions in Selected NRA Codes
Distributive Relations in the Asbestos Industry
Design Piracy: The Problem and Its Treatment Under NRA Codes
Electrical Mfg. Industry: Price Filing Study
Fertilizer Industry: Price Filing Study
Geographical Price Relations Under Codes of Fair Competition, Control of
Minimum Price Regulation Under Codes of Fair Competition
Multiple Basing Point System in the Lime Industry: Operation of the
Price Control in the Coffee Industry
Price Filing Under NRA Codes
Production Control in the Ice Industry
Production Control, Case Studies in
Resale Price Maintenance Legislation in the United States
Retail Price Cutting, Restriction of, with special Emphasis on The Drug Industry.
Trade Practice Rules of The Federal Trade Commission (1914-1936): A classification for comparison with Trade Practice Provisions of NRA Codes.

Labor Studies

Cap and Cloth Hat Industry, Commission Report on Wage Differentials in
Earnings in Selected Manufacturing Industries, by States, 1933-35
Employment, Payrolls, Hours, and Wages in 115 Selected Code Industries 1933-35
Fur Manufacturing, Commission Report on Wages and Hours in
Hours and Wages in American Industry
Labor Program Under the National Industrial Recovery Act, The
Part A. Introduction
Part B. Control of Hours and Reemployment
Part C. Control of Wages
Part D. Control of Other Conditions of Employment
Part E. Section 7(a) of the Recovery Act
Materials in the Field of Industrial Relations
PRA Census of Employment, June, October, 1933
Puerto Rico Needlework, Homeworkers Survey

Administrative Studies

Administrative and Legal Aspects of Stays, Exemptions and Exceptions, Code Amendments, Conditional Orders of Approval
Administrative Interpretations of NRA Codes
Administrative Law and Procedure under the NIRA
Agreements Under Sections 4(a) and 7(b) of the NIRA
Approve Codes in Industry Groups, Classification of
Basic Code, the -- (Administrative Order X-61)
Code Authorities and Their Part in the Administration of the NIRA
Part A. Introduction
Part B. Nature, Composition and Organization of Code Authorities

Part C. Activities of the Code Authorities
Part D. Code Authority Finances
Part E. Summary and Evaluation
Code Compliance Activities of the NRA
Code Making Program of the NRA in the Territories, The
Code Provisions and Related Subjects, Policy Statements Concerning
Content of NIRA Administrative Legislation
Part A. Executive and Administrative Orders
Part B. Labor Provisions in the Codes
Part C. Trade Practice Provisions in the Codes
Part D. Administrative Provisions in the Codes
Part E. Agreements under Sections 4(a) and 7(b)
Part F. A Type Case: The Cotton Textile Code
Labels Under NRA, A Study of
Model Code and Model Provisions for Codes, Development of
National Recovery Administration, The: A Review of its Organization and Activities
NRA Insignia
President's Reemployment Agreement, The
President's Reemployment Agreement, Substitutions in Connection with the
Prison Labor Problem under NRA and the Prison Compact, The
Problems of Administration in the Overlapping of Code Definitions of Industries and Trades, Multiple Code Coverage, Classifying Individual Members of Industries and Trades
Relationship of NRA to Government Contracts and Contracts Involving the Use of Government Funds
Relationship of NRA with States and Municipalities
Sheltered Workshops Under NRA
Uncodified Industries: A Study of Factors Limiting the Code Making Program

Legal Studies

Anti-Trust Laws and Unfair Competition
Collective Bargaining Agreements, the Right of Individual Employees to Enforce
Commerce Clause, Federal Regulation of the Employer-Employee Relationship Under the
Delegation of Power, Certain Phases of the Principle of, with Reference to Federal Industrial Regulatory Legislation
Enforcement, Extra-Judicial Methods of
Federal Regulation through the Joint Employment of the Power of Taxation and the Spending Power
Government Contract Provisions as a Means of Establishing Proper Economic Standards, Legal Memorandum on Possibility of
Industrial Relations in Australia, Regulation of
Intrastate Activities Which so Affect Interstate Commerce as to Bring them Under the Commerce Clause, Cases on
Legislative Possibilities of the State Constitutions
Post Office and Post Road Power -- Can it be Used as a Means of Federal Industrial Regulation?
State Recovery Legislation in Aid of Federal Recovery Legislation History and Analysis
Tariff Rates to Secure Proper Standards of Wages and Hours, the Possibility of Variation in
Trade Practices and the Anti-Trust Laws
Treaty Making Power of the United States
War Power, Can it be Used as a Means of Federal Regulation of Child Labor?

9768--4.

THE EVIDENCE STUDIES SERIES

The Evidence Studies were originally undertaken to gather material for pending court cases. After the Schechter decision the project was continued in order to assemble data for use in connection with the studies of the Division of Review. The data are particularly concerned with the nature, size and operations of the industry; and with the relation of the industry to interstate commerce. The industries covered by the Evidence Studies account for more than one-half of the total number of workers under codes. The list of those studies follows:

Automobile Manufacturing Industry
Automotive Parts and Equipment Industry
Baking Industry
Boot and Shoe Manufacturing Industry
Bottled Soft Drink Industry
Builders' Supplies Industry
Canning Industry
Chemical Manufacturing Industry
Cigar Manufacturing Industry
Coat and Suit Industry
Construction Industry
Cotton Garment Industry
Dress Manufacturing Industry
Electrical Contracting Industry
Electrical Manufacturing Industry
Fabricated Metal Products Mfg. and Metal Finishing and Metal Coating Industry
Fishery Industry
Furniture Manufacturing Industry
General Contractors Industry
Graphic Arts Industry
Gray Iron Foundry Industry
Hosiery Industry
Infant's and Children's Wear Industry
Iron and Steel Industry
Leather Industry
Lumber and Timber Products Industry
Mason Contractors Industry
Men's Clothing Industry
Motion Picture Industry
Motor Vehicle Retailing Trade
Needlework Industry of Puerto Rico
Painting and Paperhanging Industry
Photo Engraving Industry
Plumbing Contracting Industry
Retail Lumber Industry
Retail Trade Industry
Retail Tire and Battery Trade Industry
Rubber Manufacturing Industry
Rubber Tire Manufacturing Industry
Shipbuilding Industry
Silk Textile Industry
Structural Clay Products Industry
Throwing Industry
Trucking Industry
Waste Materials Industry
Wholesale and Retail Food Industry
Wholesale Fresh Fruit and Vegetable Industry
Wool Textile Industry

THE STATISTICAL MATERIALS SERIES

This series is supplementary to the Evidence Studies Series. The reports include data on establishments, firms, employment, Payrolls, wages, hours, production capacities, shipments, sales, consumption, stocks, prices, material costs, failures, exports and imports. They also include notes on the principal qualifications that should be observed in using the data, the technical methods employed, and the applicability of the material to the study of the industries concerned. The following numbers appear in the series:
9768--5.

Asphalt Shingle and Roofing Industry
Business Furniture
Candy Manufacturing Industry
Carpet and Rug Industry
Cement Industry
Cleaning and Dyeing Trade
Coffee Industry
Copper and Brass Mill Products Industry
Cotton Textile Industry
Electrical Manufacturing Industry
Fertilizer Industry
Funeral Supply Industry
Glass Container Industry
Ice Manufacturing Industry
Knitted Outerwear Industry
Paint, Varnish, and Lacquer, Mfg. Industry
Plumbing Fixtures Industry
Rayon and Synthetic Yarn Producing Industry
Salt Producing Industry

THE COVERAGE

The original, and approved, plan of the Division of Review contemplated resources sufficient (a) to prepare some 1200 histories of codes and NRA units or agencies, (b) to consolidate and index the NRA files containing some 40,000,000 pieces, (c) to engage in extensive field work, (d) to secure much aid from established statistical agencies of government, (e) to assemble a considerable number of experts in various fields, (f) to conduct approximately 25% more studies than are listed above, and (g) to prepare a comprehensive summary report.

Because of reductions made in personnel and in use of outside experts, limitation of access to field work and research agencies, and lack of jurisdiction over files, the projected plan was necessarily curtailed. The most serious curtailments were the omission of the comprehensive summary report; the dropping of certain studies and the reduction in the coverage of other studies; and the abandonment of the consolidation and indexing of the files. Fortunately, there is reason to hope that the files may yet be cared for under other auspices.

Notwithstanding these limitations, if the files are ultimately consolidated and indexed the exploration of the NRA materials will have been sufficient to make them accessible and highly useful. They constitute the largest and richest single body of information concerning the problems and operations of industry ever assembled in any nation.

L. C. Marshall,
Director, Division of Review.

9768--6.